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SUPREME COURT OF THE UNITED STATES.

Nos. ~~290~~ and ~~291~~.
~~292~~ & 294. 109 & 110.

DANIEL S. APPLETON, GEORGE S. APPLETON, JOHN A. APPLETON, SAMUEL F. APPLETON, AND WILLIAM H. APPLETON, APPELLANTS,

v.

STEUBEN T. BACON & JOHN NORTH.

AND

STEUBEN T. BACON & JOHN NORTH, APPELLANTS,

v.

DANIEL S. APPLETON, GEORGE S. APPLETON, JOHN A. APPLETON, SAMUEL F. APPLETON, AND WILLIAM H. APPLETON.

APPEAL AND CROSS-APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA.

G. S. GIDEON, Printer, No. 511 Ninth Street, Washington, D. C.

Nelson to Mitchell

1005

1007

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DANIEL S. APPLETON, GEORGE S. APPLETON, JOHN A. APPLETON, SAMUEL F. APPLETON, and WILLIAM H. APPLETON, Appellants,

v.

STEUBEN T. BACON and JOHN NORTH,

AND

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Style of Court.

District of Columbia, to wit.

At a Circuit Court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the third Monday of October, being the fifteenth day of the same month, in the year of our Lord one thousand eight hundred and sixty, and of the Independence of the United States the eighty-fifth.

Were present, Honorables James Dunlap, chief judge, James S. Morsell and Wm. M. Merrick, associate judges, William Selden, Esq., marshal, John A. Smith, clerk.

In the record of the proceedings of the said court, amongst others are the following, to wit:

Parties.

DANIEL S. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH.

Be it remembered, that heretofore, to wit, on the 7th day of December, A. D. 1858, the complainants, by John M. McCalla, Esq., their solicitor, filed in court here their bill of complaint, in the words and of the tenor following, to wit:

Bill of Complaint.

To the honorable, the judges of the Circuit Court of the District of Columbia, sitting in equity, for the county of Washington. The bill of complaint of Daniel S., George S., John A., Samuel F., and William H. Appleton, trading under the firm and style of D. Appleton & Co., humbly showeth:

That your orators are the owners by purchase from John North, who they pray may be made a defendant to this bill, for a full and valuable monied consideration by them paid to him, of an invention by said North, of a new and improved mode of folding paper, and for which said invention the said North at the time of his said sale thereof, had applied in due form to the United States for a patent, which said application was in fact pending in the Patent Office at the time of said purchase, and the patent right therefor, when the same

should be granted, was, by the terms of their said purchase, to pass and be assigned to them.

That your orators had no notice or suspicion of any other claim upon said invention, or that any other person pretended to any interest therein, and well believed the said patent would issue to said North for their benefit. But now so it is, a certain Steuben T. Bacon, under some false, pretended, and simulated assignment, or some agreement falsely set up by him, from or between himself and said North, or with some other person of whom said Bacon claims to be assignee, without notice to your orators, and as they verily believe and charge, without notice to said North, and by studiously concealing the facts, induced and prevailed upon the commissioner of patents to issue the said patent to him, the said Bacon; and in point of fact the said commissioner did, on the 10th day of August, 1858, issue to the said Bacon, as assignee, a patent for the said original invention of said North. And your orators pray that said Steuben T. Bacon be made defendant hereto.

Your orators have procured from the Patent Office, authenticated according to law, copies of all the papers relating to the application for, and down to the issuing of the said patent, which they herewith exhibit as part of this bill, marked "A.," by which it appears that said Bacon claimed to be assignee of the said invention under and by virtue of two certain agreements, one of which bears date the 6th February, 1854, and is made between the said John North and the American Book and Paper Folding Company, of Boston; and the other dated the 2d day of May, 1854, between Newell North and John North, and the said company, true copies of which are embraced in said Exhibit "A." By which said agreements the said John North stipulated to serve the said company for certain considerations, and that all his inventions and improvements in the mode of folding paper, for and during fourteen years, from May, 1854, should go to be the property of, and enure to the benefit of said company, but that the said company should be released from their obligations by giving the said North thirty days' notice that his services would be no longer required.

It further appears that on the third day of June, 1856, the said company sold and assigned all their property and effects, rights of action, and claims (except a certain patent right, and the said company's interest in a certain other patent right,) to one Anson Hardy, and a copy of said assignment will be found in said exhibit. It further appears by another paper filed and made part of said exhibit, that said Anson Hardy assigned and transferred the same property and effects to the defendant, Steuben T. Bacon, and by the indorsements and memoranda on said paper that said Bacon filed the said agreements and assignments in the Patent Office, on the 26th July, 1858, thereby setting up and pretending to the commissioner of the said office that he was bona fide lawfully possessed, under said assign-

ment, of the rights stipulated in said agreements respectively, in favor of the said American Book and Paper Folding Company, and as such, entitled to have the patent for said invention of said John North issued to him. Your orators show, aver, and offer to prove that this pretended claim of said Bacon was not communicated to said North, but was concealed from him until after the patent was issued, and as soon as it was known to him, he, said North, in conjunction with your orators, applied to the said commissioner to have the said patent revoked and cancelled, but the said commissioner decided that he had no power over the same. Your orators distinctly aver, and offer themselves ready to show and prove that the said claim, so as aforesaid set up and pretended by said Bacon, is utterly false, fraudulent, and without a scintilla of right, and said Bacon, at the time he presented the same for the action of the said commissioner, well knew that he had no claim at law or in equity to the said invention, and meant and intended thereby fraudulently to procure the said patent.

And your orators say that in the month of May, 1856, the said Bacon was acting for and in behalf of said American Book and Paper Folding Company, which was then greatly embarrassed, and was in fact sold out at public auction; and the said Bacon so acting for, in behalf, and by authority of said company, on the 30th May, 1856, addressed a letter to said John North, a true copy whereof is herewith filed as part of this bill, marked complainant's Exhibit "B.," in which he says: "I am instructed to notify you, and through you the mechanics, that your and their services will be no longer required in the employ of the American Book and Paper Folding Company." And that from that time forth to this day the said North has not been at any time in the employment of said company, and the said agreements so as aforesaid filed by said Bacon, and used and employed by him to deceive the said commissioner and defraud said North, have been completely at an end. Nor has any person or persons, up to the said fraudulent use thereof by said Bacon, ever pretended to any claim thereunder.

And your orators further, in fact, say, aver, and offer themselves ready to show and prove to your honors, that the discovery and invention for which the said patent was issued was not made or brought into successful use, or so far perfected as to assume its present shape at any time before the third of June, 1856, at the date of the said assignment to said Hardy; but the same are the results of study and experiment since that day, and this was well known to said Bacon at the time he so as aforesaid applied to have said patent issued to himself.

And your orators will maintain and claim in this court, that, independent of any fraud on the part of said Bacon, in procuring the said patent to be issued as aforesaid, he has no right at law or in equity to the same by reason of any matter or thing contained in, according to the true intent and meaning, legal effect and operation of the said

two agreements, or of either of them, or by reason of the said mesne assignments. That the said agreements, and each of them, were personal contracts between the parties thereto for services which were not meant or intended, and could not lawfully be assigned. That the said American Book and Paper Folding Company became and was utterly insolvent, and assigned all their effects, and thus rendered themselves and were wholly incompetent to fulfil their part of the said agreements, or to pay or yield the consideration to be paid and yielded to said North; and like every other contract for personal services, unless specially extended to assigns for a limited period it was terminated by the failure of the party to whom they were to be rendered, and were not the subject of assignment under such an instrument as was executed by said company to said Hardy.

Nevertheless, the said patent having been issued to said Bacon, your orators are deprived of the fruit of their purchase, and have no remedy at common law adequate to prevent great injury or a total loss to them, and can only have relief in this court.

To the end, therefore, that the said defendants may, on their several and respective corporal oaths, true, full, and perfect answers make to the matters and things hereinbefore set forth, averred, stated, and charged as fully and particularly as if they were now herein repeated, and they severally interrogated thereto; and that the said Steuben T. Bacon be by the injunction of this court restrained from using, selling, trading with, or otherwise employing the said patent right, and also from constructing or authorizing to be constructed any machine or machines having, or containing the said improvement so as aforesaid patented to him, until the further order of this court; and also that he be decreed to surrender and deliver up the said letters patent to be revoked and cancelled, and that the same be declared by this court null and void, and for such other relief as to your honors may seem most fit, may it please your honors to grant the writ of subpœna and injunction, and your orators, &c.

JOSEPH H. BRADLEY,
JOHN M. McCALLA,
Solicitors for Petitioner.

Jno. M. McCalla appeared in open court this 8th day December, 1858, and made oath that the facts set forth in the foregoing bill, so far as they are of his own knowledge, are true, and as of the information of others he believes them to be true.

JNO. M. McCALLA.
Test, JNO. A. SMITH,
Clerk.

Exhibit A., referred to in the foregoing complaint.

The United States Patent Office.

To all persons to whom these presents shall come, greeting:

This is to certify, that the annexed are true copies from the files and records of this office, of papers filed and recorded in the application of John North, for a patent for a machine for folding paper, which application was filed in this office, June 10, 1858, and was patented August 10, 1858.

In testimony whereof, I, Joseph Holt, commissioner of patents, have caused the seal of the Patent Office to be hereunto affixed, this 16th day of August, in the year of our Lord one thousand eight hundred and fifty-eight, and of the independence of the United States the eighty-third.

[L. S.]

J. HOLT.

Additional fee of $1 50, paid by Genl. McCalla, Sept. 21, 1858.

10 Augt 1858 (Page 1.) × Issued to Bacon Pt. ap. 1858 not in question

To the Commissioner of Patents.

The petition of John North, of Middletown, in the county of Middlesex, and State of Connecticut, respectfully represents:

That your petitioner has invented a new and improved mode of folding paper, which he verily believes has not been known or used prior to the invention thereof by your petitioner. He therefore prays that letters patent of the United States may be granted to him therefor, vesting in him and his legal representatives the exclusive right to the same, upon the terms and conditions expressed in the act of Congress in that case made and provided, he having paid thirty dollars into the treasury, and complied with the other provisions of the said act.

Dated at Middletown, the 19th day of May, A.D. 1858.

JOHN NORTH.

To all whom it may concern.

Be it known that I, John North, of Middletown, in the county of Middlesex, and State of Connecticut, have invented a new and useful machine for folding paper; and I do hereby declare that the following is a full and clear description thereof, referring to the accompanying drawings, in which Fig. 1 is a perspective representation of the complete machine.

Fig. 2 is a detached view of the first folding-knife, which is made adjustable at slots e, e, and attached to knife is one register point at v.

Fig. 3 is an end view of Fig. 2. Fig. 4 is a detached view of the table with knife attached, showing the manner of adjusting the sheet in register to receive its first fold at stops 3.

Fig. 5 is a detached view of the last folding-rollers with the cutters attached, i, i, for the purpose of cutting off the inset whilst it is being folded.

Fig. 6 is an end view of Fig. 5.

In constructing my machine, I make a suitable frame, a, a, Fig. 1. To which I attach the frame m, m, with the shaft h. At Fig. 11, 11, at the end of frame a, a, attached to the frame m, m, are rollers, Fig. 2, 2, 3, 3, 4, 4, 6, 6, 7, 7, the rollers being geared together, and made to operate in a manner to be described. Attached to the frame m, m, is a large gear g, with gear h fastened to it, which gears into small gears or rollers 2, 4, and 6 rollers, 4 gears into rollers 3, link n, is attached to large gear at y, and to frame a, a, at a', and link F attached to gear at x, and to crank E; and the shaft C, to which the crank E and pulley D is attached, and hung in boxes B, B, attached to frame a, a, Fig. 1.

On the top of frame m, m, is attached the bar R, to which is attached a folding-knife S. Attached to the frame a, a, Fig. 1, is an arm, P, extending upward, with a set screw attached to the upper end at e. Under the rollers 2, 2, is attached to frame a, a, the first folding-knife O, made adjustable, Fig. 2, at e, e, with one register-point attached. The sheet, on being placed on the register-point, is squared to gauge 3, Fig. 4. The sheet now ready to be folded, motion being applied to the pulley D, the frame m, m, moves down, causing the rollers to rotate in opposite directions to receive the sheet, which presses the sheet down upon the knife O. The frame m, m, in changing its motion upward causes the rollers to change their rotating motion, which seizes the sheet folded, and is carried by the tapes or belts, 2, 2, 2, 2, under the knife S, and above the rollers 3, 3, and is arrested by the adjustable stop at u, u. When the knife-rod t, strikes against the screw e, and forces the sheet between the rollers 3, 3, the frame m, m, changing to a downward motion, causing the rollers 3, 3, to change their rotating motion, and seizes the sheet folded the second time, and is carried under the rollers 6, 6, by tapes 3, 3, to stop f, where it receives its third fold, the same as described by first fold.

The rollers 6, 6, having each of them circular cutters attached at i, i, which cuts the sheet in two, on being folded, the inset is placed by hand inside of the sheet folded, and is called the twelve-mo. form of folding.

The machine being adapted to folding the twelve or octavo form, which is done with no other machine, the frame m, m, is made to reciprocate on the shaft h, in the arc of a circle, and causing all of the rollers to rotate alternately, and change their motion at the proper time to receive the sheet to be folded. The lap or joint in the belts are placed so as not to come in contact with the sheet, which would tend to disturb the sheet whilst being conveyed to the stops to receive its succeeding fold. A continuous rotating motion being a great dif-

ficulty in folding-machines, the lap or joint in the belts coming in contact with the sheet, tends to throw the sheet out of register. In my experience in folding-machines the past four years, I have discovered the defects in folding paper by the different machines. In a continuous rotary motion, the rollers with tapes to carry the sheet, the sheet, on being presented to the rollers, the first touch, where a fulness or wrinkle, it is seized and carried to the stops out of register, the lap or joints in belts making a fulness which throws the sheet out of register, and making bad folding, which is a great defect in folding-machines of this character.

The folding-machine for which a patent was granted to me in 1856, to fold sheets by a stationary straight-edge or knife and folding-nippers, is defective; the sheet is liable to slip in nippers, on taking the sheet from the knife, which makes bad register, the adjustments being complicated, and makes it objectionable. In the present machine, I obviate the difficulties mentioned in the above machines; the present being more simple in its construction, and more reliable in its register, and quick, and easily adjusted for different size sheets, and is adapted to folding the single twelves and single octavo forms, which is done by no other machine.

Having thus fully described my machine for folding paper, what I claim as new therein, and desire to secure by letters patent, is,

1st. I claim placing the sheet direct in register upon the knife, to receive its first fold, in the manner and for the purpose hereinabove described.

2d. Folding paper by means of a straight-edge, or knife, and reciprocating rollers.

3d. Hanging the frame m, m, with reciprocating rollers, and folding-knife E attached, to move and reciprocate in the arc of a circle.

4th. Causing the rollers to rotate and change these motions alternately, for the purpose specified.

5th. Cutting off the inset for the twelve-mo. folding, at the same time it is being folded.

Dated at Middletown, the 19th day of May, A.D. 1858.

JOHN NORTH.

In presence of
JONATHAN KILBOURN,
JONATHAN BARNES.

State of Connecticut, County of Middlesex, *ss.* Middletown.

On this 19th day of May, A.D. 1858, before the subscriber, a justice of the peace in and for said county, duly authorized by law to administer oaths, personally appeared the within named John North, and made solemn oath that he verily believes himself to be the original and first inventor of the mode hereinbefore described of

Fig. 5 is a detached view of the last folding-rollers with the cutters attached, i, i, for the purpose of cutting off the inset whilst it is being folded.

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The machine being adapted to folding the twelve or octavo form, which is done with no other machine, the frame m, m, is made to reciprocate on the shaft h, in the arc of a circle, and causing all of the rollers to rotate alternately, and change their motion at the proper time to receive the sheet to be folded. The lap or joint in the belts are placed so as not to come in contact with the sheet, which would tend to disturb the sheet whilst being conveyed to the stops to receive its succeeding fold. A continuous rotating motion being a great dif-

ficulty in folding-machines, the lap or joint in the belts coming in contact with the sheet, tends to throw the sheet out of register. In my experience in folding-machines the past four years, I have discovered the defects in folding paper by the different machines. In a continuous rotary motion, the rollers with tapes to carry the sheet, the sheet, on being presented to the rollers, the first touch, where a fulness or wrinkle, it is seized and carried to the stops out of register, the lap or joints in belts making a fulness which throws the sheet out of register, and making bad folding, which is a great defect in folding-machines of this character.

The folding-machine for which a patent was granted to me in 1856, to fold sheets by a stationary straight-edge or knife and folding-nippers, is defective; the sheet is liable to slip in nippers, on taking the sheet from the knife, which makes bad register, the adjustments being complicated, and makes it objectionable. In the present machine, I obviate the difficulties mentioned in the above machines; the present being more simple in its construction, and more reliable in its register, and quick, and easily adjusted for different size sheets, and is adapted to folding the single twelves and single octavo forms, which is done by no other machine.

Having thus fully described my machine for folding paper, what I claim as new therein, and desire to secure by letters patent, is,

1st. I claim placing the sheet direct in register upon the knife, to receive its first fold, in the manner and for the purpose hereinabove described.

2d. Folding paper by means of a straight-edge, or knife, and reciprocating rollers.

3d. Hanging the frame m, m, with reciprocating rollers, and folding-knife E attached, to move and reciprocate in the arc of a circle.

4th. Causing the rollers to rotate and change these motions alternately, for the purpose specified.

5th. Cutting off the inset for the twelve-mo. folding, at the same time it is being folded.

Dated at Middletown, the 19th day of May, A.D. 1858.

JOHN NORTH.

In presence of
JONATHAN KILBOURN,
JONATHAN BARNES.

State of Connecticut, County of Middlesex, *ss.* Middletown.

On this 19th day of May, A.D. 1858, before the subscriber, a justice of the peace in and for said county, duly authorized by law to administer oaths, personally appeared the within named John North, and made solemn oath that he verily believes himself to be the original and first inventor of the mode hereinbefore described of

folding paper, and that he does not know or believe the same was ever before known or used, and that he is a citizen of the United States.

JONATHAN BARNES,
Justice of the Peace.

NEW YORK, May 27th, 1858.

To the Commissioner of Patents.

Dear Sir: Inclosed please find receipt for patent fee, on my application for patent on book-folding machine, which papers and model have been forwarded to Patent Office this day. In my haste, I omitted to stamp my name on the model, which should of been done. Please attach a cord with my name, and I will have the model soon stamped, as it was intended. As soon as the patent is ordered to issue, notify me, as I may wish it held on out of business transactions. Address me at Middletown, Ct.

Respectfully yours,
JOHN NORTH.

U. S. PATENT OFFICE, July 13th, 1858.

Sir: Your specification of a paper folding machine is herewith returned for amendment, by inserting after the first clause of the claim the following words, "in the manner, and for the purpose hereinabove described."

Respectfully yours, &c.,
J. HOLT,
Commissioner.

JOHN NORTH, ESQ.,
MIDDLETOWN, Conn.

MIDDLETOWN, July 16th, 1858.

HON. J. HOLT, Commissioner of Patents:

Dear Sir: Inclosed I returned my specification of a paper folding machine with amendments, made as intended by you.

Respectfully yours,
JOHN NORTH.

MIDDLETOWN, Conn., Feb. 6, 1854.

This agreement, made at Middletown, county of Middlesex, and State of Connecticut, by and between the American Book and Paper Folding Company of Boston, county of Suffolk, and commonwealth of Massachusetts, of the first part, and John North, of said Middletown, of the second part, witnesseth: That the said North, for and in consideration of the agreements of the said company hereinafter mentioned, hereby agrees that he will, for so long a period as the said company may desire, not exceeding five years, devote his time, talents, and industry, at said Middletown, to the service of the said corporation, in the performance of such business as the said company shall dictate; that he will give and devote his entire attention

to such business, and to the development and application of the principles of the folding machines invented by Edward N. Smith, of Springfield, Massachusetts, and now the property of the said company.

It being the desire and intention of the said company to have book and paper folding machines constructed that shall be much more simple in their plan, construction, and operation, and of much less cost to manufacture than those formerly made for or by them, the said North agrees to give the matter of simplifying and improving the same his best endeavors, and that all improvements, inventions or modifications in folding machines, which he may at any time make or invent, shall be for the sole use and benefit of the said company, who shall have the sole right to secure the same by letters patent; said North agreeing that the patent or patents shall be issued to and in the name of the said company, and also agreeing to execute, on being so requested, all petitions, caveats, specifications or assignments, and generally to do any and all acts and things necessary and proper for the fulfilment of these purposes; he having sold to the said company, for the consideration hereinafter named, all the improvements, modifications, &c., he may have invented or shall invent in folding machines.

Said North further agrees, to hire such help as the want of the company may require, the company paying quarterly for such help; and also to obtain such articles as stock, castings, files, tools, &c., as may be needed on account of the company; also to pay all small sums for such small articles as may be wanted, taking vouchers therefor, and keeping an account current with the company, which may be cancelled at convenience. And the said company, by John S. Tyler, president thereof, duly authorized to make and execute this agreement in their behalf, in consideration of the covenants, agreements, &c., of the said North, as hereinbefore mentioned, hereby agrees, that so long as the said North's services may be required, to pay him, as a compensation therefor, at the rate of eight hundred and fifty dollars per annum, twenty-five per cent. of the amount to be paid in the stock of the company, payable quarterly, and also the bills of the workmen, or within thirty days from the expiration of each quarter.

If the said North shall make any journey or journeys in the business of the company, and by their direction, the said company agree to pay all his necessary travelling expenses and such reasonable sum as he may have to pay for his board over and above the sum of three dollars per week. If the said North should desire to leave the employ of the said company, he may do so, after one year, on giving the company three months notice thereof in writing; and the company may be released from their obligations to the said North, at any time, on giving him thirty days' notice, in writing, that his services will be no longer required. The word "dollars" interlined before signing.

In testimony whereof, the parties have hereunto set their hands and seals.

JOHN NORTH, [SEAL.]
THE AMERICAN BOOK AND PAPER FOLDING CO.
By JOHN S. TYLER, [SEAL.]
President.

In presence of,
W. J. FRENCH,
J. RUSSELL BRADFORD.
To J. S. T. [SEAL.]

Received July 17, and recorded 21, 1858.

This agreement, made this 2d day of May, A.D. 1854, at Middletown, in the county of Middlesex, and State of Connecticut, by and between Newell North and John North, both of said Middletown, of the first part, and the American Book and Paper Folding Company of Boston, in the county of Suffolk, and State of Massachusetts, of the second part, witnesseth: That the said Newell North, being an inventor, and having invented, jointly and severally with said John North, certain improvements in machinery for folding books and paper, whereby the said Newell North engaged, in consideration of the agreements of the said company hereinafter mentioned, to make all the necessary working drawings for a book-folding machine, which shall embody and contain all the improvements which the said Newell North may have made or invented, or shall invent during the time of making said drawings and machine, and all the improvements which the said John North may have made or invented, or shall invent during the time that the said Newell North shall be engaged in making said drawings, and while said machine is being constructed, the said improvements or inventions having been seasonably communicated to said Newell North by said John North.

And the said Newell North further agrees, for the considerations hereinafter named, to use his best endeavors, in conjunction with said John North, to simplify and perfect said book-folding machine, and to reduce the cost of said machine as much as is compatible with the economical and successful working of the same, and to devote his whole time and attention and his best endeavors to the completion thereof, for a compensation of four dollars per day for his time while actually engaged therein, and to make any journey or journeys which the said company may direct, in the business of said company, pertaining to the improvement of said machine; the said company paying the necessary travelling expenses, deducting therefrom, at the rate of three dollars per week, for his board while absent from this State.

And the said Newell North further agrees, for the considerations hereinafter mentioned, to execute all petitions, specifications, caveats, assignments, and generally to do any and all acts necessary and

proper for the procurement of letters patent in the United States, on any, and all and singular, the improvements which he may have made, separately or jointly, with the said John North, on the said book and paper folding machine, and also all inventions in book and paper folding machines which he or they shall make at any future time within fourteen years from the date hereof, also all renewals of patents whenever thereto requested by said company; the said patent or patents to be issued to and in the name of said company. And the said John North agrees, for and in consideration of one dollar, and of a previous contract with said company, and now existing between the said parties, to execute all petitions, specifications, caveats, assignments, and generally to do any and all acts necessary and proper for the procurement of letters patent, and renewals of the same as aforesaid, in the United States, on any, and all and singular, the improvements, which he may have made, separately or jointly, with the said Newell North, on the said book and paper folding machine, or which he may make within fourteen years from the date hereof; also all renewals of the same as aforesaid, whenever thereto requested by said company, the said patent or patents to be issued to and in the name of said company; it being understood that all necessary expenses in regard to the procurement of all letters patent shall be paid by said company.

And the said John North, being entitled to compensation for his time, services, and improvements in such machinery, by virtue of a previous contract with the said company, hereby waives all further claim to compensation under this contract.

And the said company, in consideration of the foregoing agreements on the part of said Newell North, hereby agree to pay the said Newell North, as a compensation for his time while he is actually engaged in making drawings, at the rate of four dollars per day, and to pay his necessary travelling expenses when absent on the business of the company by their directions, deducting at the rate of three dollars per week for his board when out of this State, payment to be made quarterly.

It is understood and agreed by the parties, that as soon as the said drawings shall be in a proper state to begin to make patterns therefrom, the said John North shall proceed to make patterns, and to construct a machine at the costs and charges of the said company, and deliver such machine to the said company when completed.

And in consideration of the fulfilment of the agreements of the said Newell North, the said company hereby agree to transfer and deliver to the said Newell North, three hundred shares of the capital stock of the said company, the nominal piece whereof is five dollars per share, and whereon four dollars and fifty cents per share have been paid, after the said Newell North and John North shall have constructed and delivered to the said company a book-folding machine, containing all the improvements which the said Newell North

and John North may have made prior to the time of complecting the drawings for the same, which shall be found to work satisfactorily to said company for practical purposes, and that the machine will perform from fifty to seventy-five per cent. more work in a given time than the one now in the factory occupied by said company in Middletown.

And if it shall be found that the machine so improved and constructed by said Newell North and John North will not perform from fifty to seventy-five per cent. more work in a given time, when properly driven, and operated by suitable persons, than the one in the factory aforesaid could do, and that said improvements do not operate satisfactorily to said company, and fail to perform the work as represented, then the said Newell North will relinquish, and hereby does relinquish, all claim upon said company for the capital stock hereinabove mentioned; and it is agreed, that the said company may withhold a transfer of the said stock until they shall have proved the said machine for a time sufficiently long, in their judgment, to test fully the strength, durability, and accuracy thereof, and on such proof shall be satisfied therewith. And it is further agreed that the said company may be released from their obligations to the said Newell North and John North, at any time when the said company shall have become satisfied that no good results will follow from the further experiments of the said Newell and John by giving them thirty days' notice in writing that their services will be no longer required.

Witness the signatures and seals of the parties to this instrument and another of the same tenor and date.

NEWELL NORTH, [SEAL.]
JOHN NORTH, [SEAL.]
AMERICAN BOOK AND PAPER FOLDING CO.
By JOHN S. TYLER, [SEAL.]
President.

In presence of
CHARLES SOUTHMAYD,
JONATHAN BARNES,
J. WITNESS,
J. RUSSELL BRADFORD.
Witnesses for Newell North and John North.

Received 17th and recorded 21st July, 1858.

Know all men by these presents, that the American Book and Paper Folding Company, a corporation duly established by the laws of the commonwealth of Massachusetts, in consideration of one dollar, and of other good and valuable considerations, to it paid by Anson Hardy, of Boston, in said commonwealth, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, and convey unto the said Anson Hardy, the following described personal property, namely, one planing machine, one upright drill, one hand lathe, with

bench, one engine lathe, one portable forge, one grindstone, four vises, two benches, a lot of files, chisels, drills, small tools, belting, castings, and other articles of a similar character, heretofore used in and about the business of said company at Middletown, in the State of Connecticut, where all the above described property now is.

Also the said company's said right, title, and interest in a machine intended for folding books, and the patterns for the same, which machine is now in process of construction at said Middletown, but not yet completed.

Also the following articles of personal property, now at the office of the treasurer of said company, numbered nine, in Central street, in said Boston, namely, one fire proof safe, one copying press, one trunk of papers of the American Paper Folding Company.

Also an execution in favor of said American Paper Folding Company, against one Joseph Palmer, recovered in the Court of Common Pleas, within and for the county of Hampden, in said commonwealth, on the thirtieth day of June, A.D. 1852, upon which judgment *alias* execution issued on the eighth day of June, A.D. 1853. Also all debts due and owing to said American Book and Paper Folding Company, and all specifications, claims, demands, and rights of action, whatsoever, including all evidences of the same, whether by book account or however otherwise, together with all other articles of property belonging to said company, wherever situated, excepting a certain patent right, and said Book and Paper Folding Company's interest, if any, in a certain other patent right herewith conveyed by separate deeds or assignments.

To have and to hold the said personal property unto the said Anson Hardy, his executors, administrators, and assigns, to his and their own proper use and benefit forever. And the said American Book and Paper Folding Company, hereby constitute the said Anson Hardy their attorney, with power irrevocable to demand, sue for, and collect, all the aforesaid debts, accounts, claims and dues, and also said judgment in the name of said company, if necessary, but at his own charge, and also to take possession of all the property herewith sold and assigned.

In witness whereof the said American Book and Paper Folding Company hath caused these presents to be signed and its common seal affixed, this third day of June, in the year of our Lord eighteen hundred and fifty-six, by Estes Howe its president, thereto duly authorized.

THE AMERICAN
BOOK AND PAPER FOLDING CO.,
By ESTES HOWE, [SEAL.]
President.

In presence of
G. R. CHAPMAN,
CHARLES ARMORY.

Received and recorded July 26th, 1858.

Know all men by these presents, that I, the within named Anson Hardy, in consideration of one dollar to me paid by Steuben T. Bacon, of said Boston, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, and convey to said Bacon, all the within described personal property, conveyed to me by the within bill of sale, and all specifications, claims, demands, causes of action, and judgments therein described and conveyed with all the rights, privileges, and powers relative thereto therein given to me.

To have and to hold the same to the said Bacon, and his legal representatives and assigns in as full and perfect a manner as I myself have held and do hold the same until the execution and delivery of this instrument.

Witness my hand and seal this first day of July, in the year eighteen hundred and fifty-six.

ANSON HARDY, [SEAL.]

In presence of
CHARLES F. ROLLINS.

Received and recorded July 26th, 1858.

Exhibit B. referred to in the foregoing Complaint.

(Copy.)

BOSTON, May 30th, 1856.

Mr. JOHN NORTH.

Dear Sir: I am instructed to notify you, and through you the mechanics, that you and their services will be no longer required in the employ of the American Book and Paper Folding Company.

It is probable that I shall be in Middletown in a very few days for the purpose of settling the bills and accounts.

Mr. Hardy, the purchaser of the property at auction on Tuesday, is intending to visit Middletown also, and see the machinery.

He appears disposed to sell out, and I presume I, with three or four other gents, will soon make a trade with him.

Very truly yours,
(Signed) S. T. BACON.

On the back of said bill was the following indorsement, to wit:

Let notice be served by Friday next that application for special injunction will be heard by the court on Saturday next.

By order of the court.

Test, JOHN A. SMITH,
Clerk.

December 8th, 1858.

A copy of which said notice was made and sent to the marshal of the District of Columbia, to be served on the defendants, in form following, to wit:

Circuit Court of the District of Columbia, for the County of Washington.

DANIEL S. APPLETON and others
v.
STEUBEN T. BACON & JOHN NORTH. } No. 1461, Equity.

Bill for injunction filed this 8th December, 1858.

On the back of which is the following indorsement:

Let notice be served by Friday next that application for special injunction will be heard by the court on Saturday next in this case.

By order of court.

Test, JOHN A. SMITH,
Clerk.

On the back of which the marshal made the following return, to wit:

Served on S. T. Bacon, by reading this to him and leaving him a copy this 10th December, 1858.

Non est North.

W. SELDEN,
U. S. Marshal, D. C.

Whereupon the said defendant, Steuben T. Bacon, appears in court here by William B. Webb, Esq., his solicitor, and files his answer to said bill of complaint in form following, to wit.

Answer of Bacon.

Circuit Court, District of Columbia.

STEUBEN T. BACON and JOHN NORTH,
ats.
DANIEL S., GEORGE J., JOHN A., SAMUEL F., and WILLIAM H. APPLETON, trading under the firm and style of D. APPLETON & Co. } In Chancery. No. 1461.

The separate answer of Steuben T. Bacon, to the bill of complaint against him and others in the above entitled cause exhibited, this defendant, saving and reserving to himself all and all manner of exception to the said bill, by reason of the manifold errors, &c., therein contained, in answer thereto or to so much thereof as he is advised it is necessary for him to answer, answering says: That he knows nothing of the purchase which the complainants pretend to have made from the said North of an invention by said North of an improved mode of folding paper, nor whether any or what consideration was paid therefor, but further answering denies that the said North

had at any time since February 6th, 1854, a right to make any such sale as it is pretended he has made to the said complainants; that if any such sale was so made since February 6th, 1854, it was made in fraud and derogation of the rights and claims of this defendant, of which said rights and claims the said complainants had notice, and have been well aware for a long time; that this defendant is not informed by the said bill of complaint or by anything else in this cause of the date of said pretended purchase, but says that in the month of June, 1858, he was led to suspect from what he heard that the said complainants were making overtures to the said North in relation to the subject of folding machines; that he thereupon called upon the said complainants with a view of ascertaining whether he had been correctly informed, and was, by one of the complainants, referred to William Matthews, as having charge of the binding department of said complainants' establishment, and that failing to get an interview with said Matthews, on the 10th of July, and again on the 16th of July, 1858, he addressed letters to the said Matthews, asking for the information aforesaid; and he charges that the said information was purposely refused to him, with an intention on the part of the said complainants to defraud him, said complainant; that afterwards and before the issue to him of the said patent as assignee of said North, the said defendant took further steps to inform the said complainants that he was engaged in prosecuting and securing his rights under his aforesaid assignment from said North.

And this defendant further answering says, that it is not true as stated in said bill of complainant, that the said complainant had no notice or suspicion of any claim upon the invention of said North, other than that derived to them by their said pretended purchase; but on the contrary, this defendant says, that in the spring of 1857 he was permitted by the said complainants, upon applying to them for that purpose, to place and operate in their establishment, in New York city, for the purpose of experimenting upon and perfecting in its details the folding machine belonging to this defendant; that said machine, as improved while in said establishment, embraced all the features, except perhaps the claim for cutting off the inset of the 12 mo. while being folded, contained in the patent issued to this defendant as assignee of said North; that this defendant was recognized as the owner of said machine, and said defendant North as a mechanic in the employ of this defendant; that the said complainants and the said Matthews, in charge of the bindery connected with said complainants' establishment, frequently visited and inspected the operations of the said machine, and that the relations of the parties never changed; that said machine remained the property of defendant, and was by him removed to his manufactory, and that said defendant North went with it. And further answering, this defendant denies, as charged in said bill, that he, said defendant, under some false, pretended and simulated assignment, or some agreement falsely

set up by him from and between himself and said North, or with some other persons, &c., or without notice to said North, or by studiously concealing facts, &c., prevailed upon the commisioner of patents to issue the said patent, or any other patent, to him said defendant; that he admits that it is true, as stated in said bill of complaint, that the said commissioner did, on the 10th day of August, 1858, issue to this defendant, as assignee of said North, a patent, &c., but this defendant denies that any fraud or deceit was used or practised by him in obtaining the issue of the said patent as aforesaid, and avers and charges that he filed in due form in the United States Patent Office, on the 17th and 26th of July, 1858, the assignments and agreements respectively under which he claimed as assignee of the said North, and that the said commissioner of patents, with all of the said assignments and agreements before him, decided that he the said defendant was entitled to said letters patent, and caused the same to be issued accordingly. And this defendant further answering says, that it is not true, as stated in said bill of complaint, that this defendant's claim was not communicated to said North, but was concealed from him until after the patent was issued; but this defendant to the contrary thereof avers and charges that the said North, after the assignment to him as aforesaid, to wit, on the first day of July, 1856, recognized him as the assignee of all the rights and interests of the American Book and Paper Folding Company, and as such, as the owner of and entitled to all of his, said North's, inventions and improvements under and in conformity with the terms of the said agreements with said Company; that said agreements and assignments were received and acquiesced in by said North and said defendant; that up to the autumn of 1857, the said North corresponded with this defendant, and in said correspondence recognized him as his, the said North's, assignee and treated him as the owner of the said invention; that after the said assignment to this defendant, the said North rendered his accounts for services, tools and materials, and expenses, to this defendant, in exactly the same form and manner as he had before done to the aforesaid company, and was settled with by said defendant in every respect and particular as he had been before said assignment by the said company, except that in said accounts this defendant's name was substituted for that of the company, and the portion of the payments to the said North, which had been under said agreements made in the stock of said company, was made by said defendant in cash. And further answering defendant says, that his claim to said invention is a perfectly fair and good one, and he denies that it is utterly false, fraudulent and without a scintilla of right, or that he has in any way fraudulently obtained said patent. And this defendant further answering says, it is true that in the month of May, 1856, he was acting for the said American Book and Paper Folding Company, and that the effects of the said company were sold at public auction, and that he, acting as aforesaid, gave the

notice marked Exhibit B., but denies that his rights under the said assignments and agreements are in any way affected thereby, and on the contrary avers that the said agreements have ever since been and are still in full force and effect, and that the same have been during the whole of the time that has elapsed since then, recognized by the said North and acted upon by him, the said North, and this defendant, and that there has never been a final settlement of accounts between said North and this defendant. And this defendant further answering says, that it is not true, as stated in said bill, that the said American Book and Paper Folding Company became or was at any time utterly insolvent, or at all incompetent to carry out their part of any stipulation contained in their agreements with said North, and that the said North, who was a stockholder in said company, well knows said obligation to be untrue, and this defendant cheerfully submits the interportation of the said agreements and assignments to the court, if it shall appear, upon a hearing of this cause, that it has jurisdiction of the same.

And this defendant submits to this honorable court, that the said several matters in the said bill contained, are such as do not entitle him to the relief prayed at the hands of the court, and this defendant hopes he shall have the same benefit of this defence as if he had demurred to the said complainants' bill, and he prays to be hence dismissed with his reasonable costs, and so, &c., he will ever pray, &c.

S. T. BACON.

W. B. WEBB,
Solicitor for defendant Bacon.

District of Columbia, County of Washington, to wit.

On this 7th day of February, 1859, in open court, personally came Steuben T. Bacon, who having been first duly sworn according to law, made oath that the several matters and things contained in the foregoing answer, are true in so far as the same are stated as of his personal knowledge, and in so far as they are stated to be derived from the information of others he believes them to be true.

Test, JNO. A. SMITH,
Clerk.

Thereupon the said complainants, by their solicitor aforesaid, and the said defendant Bacon, by his solicitor, file the following agreement in said cause, to wit.

Agreement to take Depositions.

Circuit Court of the District of Columbia.

D. APPLETON & Co.
v.
STEUBEN T. BACON and JOHN NORTH. } In Equity.

It is agreed that in the above entitled cause, the parties complainants and defendants may take testimony to be used at the hearing upon oral interrogatories by themselves or attorneys, without filing written interrogatories, it being understood that the party taking testimony under this agreement shall give to the opposite parties, or their counsel, at least ten days' notice of the time or place of such taking, the testimony to be taken before a commissioner of some court of the United States, notary public, or justice of the peace, subject only to exceptions for substance as to the materiality or admissibility of the proof, and the same may be taken on written or oral interrogatories, the answers being reduced to writing by the officers taking the same, and to be signed by the witnesses.

JAS. H. BRADLEY,
For Complainants.
W. B. WEBB,
For Defendant Bacon.

I believe the above to be a true copy.

WEBB.

And whereas, afterwards, to wit, on the 23d April, 1859, the said defendant, John North, by Joseph H. Bradley, Esq., his solicitor, appeared and filed his answer to complainants' said bill, in form following, to wit.

Answer of North.

Circuit Court, District of Columbia. In Chancery.

STEUBEN T. BACON and JOHN NORTH
ats.
DANIEL S., GEORGE S., JOHN A., SAMUEL F., & WILLIAM H. APPLETON, trading under the firm and style of D. APPLETON & Co. } No. 1461.

The separate answer of John North, to the bill of complaint against him and Steuben T. Bacon, in the above entitled cause exhibited.

This defendant for answer thereto, or to so much thereof as this defendant is advised is in anywise material or necessary for him to make answer unto, answers and says, that it is true that the com-

plainants are the owners by purchase from this defendant, for a full and valuable monied consideration by them paid to him, of an invention by this defendant of a new and improved mode of folding paper, and that at the time of said sale by this defendant to the complainants, this defendant had applied in due form, to the United States commissioner of patents, for a patent for said invention; that said application was pending in the patent office at the time of said purchase by the complainants, and that by the terms of the said purchase, the patent right for said invention, when the same should be granted, was to pass and be assigned to the complainants. And this defendant further answering says, that it is true that said Steuben T. Bacon, without notice to this defendant, induced and prevailed upon the commissioner of patents to issue the said patent to him, the said Bacon, and that in point of fact the said commissioner did, on the 10th day of August, 1858, issue to the said Bacon, as assignee, a patent for the said original invention of this defendant; and this defendant is informed and believes that, as charged in said bill, the said Bacon prevailed upon the commissioner to issue said patent to him, the said Bacon, under some false pretended and simulated assignment, or some agreement falsely set up by him from or between himself and this defendant, or with some other persons of whom said Bacon claims to be assignee, and without notice to the complainants, and by studiously concealing the facts. And this defendant further answering says, that he is informed and believes that said Bacon claimed to be assignee of the said invention, under and by virtue of the agreements and assignments referred to in said bill and forming part thereof, being included in Exhibit "A." thereunto annexed, and that said Bacon filed said agreements and assignments in the patent office, on the 26th of July, 1858, thereby setting up and pretending to the commissioner of the said office that he was bona fide lawfully possessed, under said assignment, of the rights stipulated in said agreements respectively in favor of the said American Book and Paper Folding Company, and as such, entitled to have the patent for said invention of this defendant issued to him; and this defendant says, that it is true that this pretended claim of said Bacon was not communicated to this defendant, but was concealed from him until after the patent was issued, and that as soon as it was known to him, this defendant, in conjunction with the complainants, applied to the said commissioner to have the said patent revoked and cancelled, and that the said commissioner decided that he had no power over the same. And this defendant further answering says, and he avers and insists, that it is true, as charged in said bill, that the said claim so set up and pretended by said Bacon, is utterly false, fraudulent and without a scintilla of right, and that said Bacon, at the time he presented the same for the action of the said commissioner, well knew that he had no claim at law or in equity to the said invention, and that said Bacon meant and intended thereby fraudulently to procure

the said patent; and this defendant says, that it is true that said Bacon was, in the month of May, 1856, acting for and in behalf of said American Book and Paper Folding Company; that the said company was then greatly embarrassed, and was, in fact, sold out at public auction, and that it is true that the said Bacon, so acting for, in behalf, and by authority of said company, on the 30th May, 1856, addressed to this defendant the letter, a true copy whereof, marked complainants' Exhibit B., is annexed to said bill and made part thereof, and which contained the notification set forth in said bill; and that it is true, that from that time to this, this defendant has not been, at any time, in the employment of said company, and said agreements have been completely at an end, and that no person, since said 30th May, 1856, has pretended to any claim, under said agreements, up to the said fraudulent use thereof by said Bacon. And this defendant further answering says, that it is true that the discovery and invention, for which the said patent was issued, was not made or brought into successful use, or so far perfected as to assume its present shape, at any time before the 3d of June, 1856, at the date of the said assignment to said Hardy, but that the same are the results of study and experiment since that day, and that this was well known to said Bacon at the time he so applied to have said patent issued to himself. And this defendant believes, and submits to this honorable court, that the said subject-matters, in the said bill contained, are such as fully entitle the complainants to the relief prayed at the hands of the court.

JOHN NORTH.

JOS. H. BRADLEY,
Solicitor.

Sworn to, before me, this 16th April, 1859.

RD. STILWELL,
U. S. Commissioner.

Southern District of New York, *ss.*

On this 16th April, 1859, personally appeared before me John North, and made oath that the facts set forth in the foregoing answer by him subscribed is true, so far as they are of his own knowledge, and as of information of others, he believes the same to be true.

RD. STILWELL,
U. S. Commissioner.

The said cause was then regularly continued to October term, 1859, when the said parties of their solicitors aforesaid, filed the following depositions:

Complainants' Deposition.

Circuit Court of the United States, District of Columbia.

D. APPLETON & Co.
v.
STEUBEN T. BACON & JOHN NORTH. } In Equity. No. 1461.

Sir: Please to take notice that the complainants in the above cause will proceed to take the testimony of William E. Worthen, William Matthews, Richard Denne, John North, Daniel McLeod, John McKibben, John Robertson and others, to be used as evidence at the hearing of the above cause, at the office of Ira H. Tuthill, Notary Public, No. 10 Wall street, New York, before him, on Wednesday the 6th day of July, 1859, at 3 o'clock in the afternoon, when and where you are hereby notified to attend and cross-examine if you think proper.

JOS. H. BRADLEY, and
JNO. M. McCALLA,
Solicitors for Complainants.

To W. B. WEBB, Esq.,
Solicitor for Defendant Bacon.

Service acknowledged, and copy left with me June 23d, 1859.
W. B. WEBB,
Sol. for Def't Bacon.

Circuit Court of the District of Columbia.

D. APPLETON & Co.
v.
STEUBEN T. BACON & JOHN NORTH. } In Equity.

It is agreed in the above entitled cases, the parties complainants and defendants, may take testimony to be used at the hearing upon oral interrogatories by themselves or attorneys, without filing written interrogatories, it being understood that the party taking testimony under this agreement shall give to the opposite parties, or their counsel, at least ten days' notice of the time and place of such taking, the testimony to be taken before a commissioner of some court of the U. S., notary public, of justice of the peace, subject only to exceptions for substance to the materiality or admissibility of the proof; and the same may be taken on written or oral interrogatories, the answer being rendered to writing by the offices taking the same, and to be signed by the witnesses.

JOS. H. BRADLEY,
For Complainants.
W. B. WEBB,
For Defendant Bacon.

I believe the above to be a true copy.

WEBB.

Deposition of Witnesses, taken at the office of Ira H. Tuthill, notary public, No. 10 Wall street, in the city of New York, and State of New York, on this the sixth day of July, A. D. 1859, at 3 o'clock in the afternoon of that day, and on the days to which the taking of the same was adjourned in pursuance of the inclosed notice, to be used in evidence in a certain suit now pending in the Circuit Court of the United States, District of Columbia, and on the plaintiffs' side thereof, wherein D. Appleton & Co. are plaintiffs, and Steuben T. Bacon and John North are defendants, before me, within my jurisdiction, this the day and year aforesaid.

Parties met pursuant to the inclosed notice, and agreed to adjourn taking deposition of witnesses, to Thursday, July 7th, 1859, at 10 o'clock A. M. of that day.

IRA H. TUTHILL,
Notary Public.

Parties met pursuant to the foregoing adjournment, and I commenced taking depositions of witnesses as follows:

Deposition of John North.

John North, of Middletown, Connecticut, aged 38 years, or thereabouts, being produced, sworn, and examined on behalf of the plaintiffs, deposeth as follows:

1st Question. What is your occupation, and how long have you been engaged in it?

Answer. A machinist and mechanic, since I was nineteen years old.

2d Question. In the fall of 1856, and the ensuing winter and spring, were you in the employ of any person? and if so, of whom, and how were you employed?

Answer. I was employed by Mr. Steuben T. Bacon in completing the bookfolding machine.

3d Question. What bookfolding machine do you refer to?

Answer. One that was patented in 1856, and put on exhibition at the fair of the American Institute in the fall of 1856, at the Crystal Palace.

4th Question. At what time, and to what place was that machine removed from the Crystal Palace?

Answer. About the middle of February, 1857, it was removed and set up at D. Appleton & Co's bindery, No. 107 Franklin street, New York.

5th Question. State what, if anything, was done about that machine while it remained at Appleton's bindery.

Answer. I removed one of the last set of nippers and detached a pair of rollers to fold the sheet to make the last fold; the machine was put in operation there, from time to time, and power applied to it.

6th Question. Was the machine operated there for any practical use, or was it only for exhibition or experiment?

Answer. For exhibition and testing its capabilities.

7th Question. Was that machine found to be practically useful?

(Objected to, as leading, by counsel for defendant, S. T. Bacon.)

Answer. It was not considered so.

8th Question. Please to state some of the *the* objections to it which prevented its being considered practically useful?

(Objected to by defendants' counsel, for Bacon.)

Answer. One serious objection is the adjustments of the machine to correspond with the printing of different signatures, another of its register not being perfect, and another was a fulness caused in the sheet, and wrinkling.

9th Question. Did that machine ever go into practical use?

(Objected to as leading by counsel for defendant, Bacon.)

Answer. No, sir.

10th Question. What become of it?

Answer. About the 1st of June, 1857, I took it down to Middletown, and set it up in Stroud's machine shop; I was to work at it there, still improving it, some six weeks, with no good results, and gave it up and went into other business, and the machine still remained there. I can't say what length of time, but understood it was afterwards removed to Colt's shop at Hartford.

11th Question. What other business did you then go into?

Answer. Making up sewing machines.

12th Question. In whose employ, or on whose account were you engaged in that business?

Answer. In the firm of Patrick & Co., of New York.

13th Question. Did you ever return into the employment of S. T. Bacon again? and if so, where, and for what period?

(Objected to by counsel for defendant, Bacon.)

Answer. I did not; in the month of September, 1857, I worked a day and a quarter at the solicitation of Mr. Bacon, to see if I could obviate the wrinkling of the sheet by the rollers.

14th Question. At what time was it that you did any work for Mr. Bacon, next before that day and a quarter in September, 1857?

Answer. The last was about the middle of July, 1857?

15th Question. Were you ever paid for the work so done by you for Mr. Bacon in July, 1857, and the day and a quarter in September, 1857?

Answer. I have not received any pay from any one for that work.

16th Question. Has any attempt been made to collect or enforce payment for that work? and if so, what?

Answer. I have repeatedly urged the payment, personally, and in January, 1858, I had the account sued, and the folding machine I have mentioned before, attached; the suit is still pending and unsettled.

17th Question. Have you been employed by Mr. Bacon at all, or done any work for him since the day and a quarter in September, 1857?

Answer. I have not.

18th Question. Did you, at any time, and when, apply yourself to the inventing of a new folding machine? and if so, when, and what led you to do so?

(Objected to as leading.)

Answer. Not till after January, 1858, did I give the subject of a folding machine any attention, and my connection with a drying machine I was putting up at Appleton's, brought me in connection with the printing and folding establishment. Mr. Wm. Matthews, the foreman of Appleton's bindery, being desirous of having a folding machine, and from suggestions received from him, and consultations with Mr. Dunn, the foreman of the printing establishment, I hit upon a new starting point, made drawings and sketches in February, 1858, at my leisure hours, evenings, at the shop where I was building sewing machines during the day. I was then boarding, and my evenings I spent at the shop, and by these sketches and drawings which I made, I employed Moses J. Hubbard to make full drawings, and also a working model, and having it completed, I brought it to New York.

19th Question. Did you, or not, offer it to any party for examination? and if yea, was it examined, and by whom?

Answer. About the middle of May, 1858, I brought it to New York, and offered it for examination to D. Appleton & Co. Mr. Wm. E. Worthan was also invited by them to examine it as a practical man and engineer, and he did examine it, and from that examination, D. Appleton & Co. entered into an arrangement to prc
for the same.

20th Question. Was an application made for a patei
if so, by whom?

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preparing the drawings and model of the machine paid

Answer. By D. Appleton & Co. through me.

22d Question. Did you afterwards personally apply
office on the subject? and if yea, to whom, and what w

Answer. On the 11th August, 1858, I was at the patent office, and applied first to the examiner, Mr. Peale, who informed me that the patent had been ordered to issue on the 20th July previous, and thought it must have been sent out before this.

23d Question. Did he say where he supposed it to have been sent to?

(Objected to by defendants' counsel.)

Answer. He referred me to Mr. McIntyre, who he said had charge

6th Question. Was the machine operated there for any practical use, or was it only for exhibition or experiment?

Answer. For exhibition and testing its capabilities.

7th Question. Was that machine found to be practically useful?

(Objected to, as leading, by counsel for defendant, S. T. Bacon.)

Answer. It was not considered so.

8th Question. Please to state some of the *the* objections to it which prevented its being considered practically useful?

(Objected to by defendants' counsel, for Bacon.)

Answer. One serious objection is the adjustments of the machine to correspond with the printing of different signatures, another of its register not being perfect, and another was a fulness caused in the sheet, and wrinkling.

9th Question. Did that machine ever go into practical use?

(Objected to as leading by counsel for defendant, Bacon.)

Answer. No, sir.

10th Question. What become of it?

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20th Question. Was an application made for a patent for it? and if so, by whom?

Answer. There was, and by me, about the 27th of May, 1858, I sent on the papers, I think.

21st Question. By whom were the patent fee and the expenses of preparing the drawings and model of the machine paid?

Answer. By D. Appleton & Co. through me.

22d Question. Did you afterwards personally apply at the patent office on the subject? and if yea, to whom, and what was the result?

Answer. On the 11th August, 1858, I was at the patent office, and applied first to the examiner, Mr. Peale, who informed me that the patent had been ordered to issue on the 20th July previous, and thought it must have been sent out before this.

23d Question. Did he say where he supposed it to have been sent to?

(Objected to by defendants' counsel.)

Answer. He referred me to Mr. McIntyre, who he said had charge

of sending out the papers; he informed me that the patent was issued and sent on the 10th August.

24th Question. When first did you have any knowledge or notice of Mr. Bacon's claiming, or attempting to have said patent issued to him?

Answer. Not till after it was issued; I first learned it of Mr. McIntyre at the time above mentioned.

25th Question. Was there a written contract between you and Mr. Bacon respecting your employment by him?

Answer. There was none.

26th Question. Did Mr. Bacon, at any time, and when, submit to you a proposed contract for your signature?

Answer. He did. I think it was in the month of June, 1857, which I declined signing (the paper now produced, marked "Exhibit No. 1," is the said proposed contract, and Mr. Bacon's letter which accompanied it).

27th Question. Have you had correspondence with Mr. Bacon in respect to the services rendered by you to him? If yea, please produce the letters from Mr. Bacon to you to be annexed to your deposition. (Witness now produces the letters in evidence marked for identification "Exhibit No. 2.")

28th Question. Did you, before your employment by Mr. Bacon, have correspondence with Anson Hardy respecting his desire to have you make a written contract with him, Hardy?

Answer. I did.

29th Question. What are the papers now produced in evidence?

Answer. Letters from Hardy to me in relation to such contract, or the making thereof, including a memorandum from him on the outside of envelope which inclosed the letter of the 28th May, 1856. (Witness now produces in evidence letters marked "Exhibit No. 3.")

30th Question. Did you at any time, and when, sign a contract with Hardy? If yea, please to produce it.

Answer. I declined, and did not sign anything for Mr. Hardy in the month of December. About the middle of 1856, Mr. Bacon was at my house and wished me to sign and cancel at the same time a contract in duplicate sent me by Mr. Hardy, and I did so; the motive he urged was, that if any question should arise between him and the company that he might have this to show that some arrangement had been made between me and Hardy, so as to clear him from suspicion; the paper now produced is one of the parts of the contract so signed and cancelled at that time; the signing and cancelling were simultaneous, and of both parts of the contract, the one retained by Bacon, as well as the one retained by me (marked Exhibit No. 4, and now produced in evidence).

31st Question. What are the three papers now produced, and when were they severally made?

Answer. The first marked "Exhibit No. 5," is a contract between

me and the Appletons, which was made and exchanged between us the day of its date, the 28th May, 1858; the second marked "Exhibit No. 6," is an assignment of patent and right to a patent, was made and delivered the day of its date, the 12th August, 1858; the third, marked "Exhibit No. 7," is an amendment and conformation of No. 6, and was executed and delivered this morning before the commencement of my examination.

Cross-examination on behalf of the Defendant Bacon.

1st cross-question. How many sheets daily, on an average, were folded on the machine while you had it at Appleton's bindery?

Answer. I could not say; it was never run any one day all day.

2d cross-question. I do not ask you as to its running all day; I ask you how many sheets daily, on an average, were folded upon it? State as nearly as you can.

Answer. I could not tell.

3d cross-question. Can't you state within 5, 10, 100, or 1000?

Answer. No, it would be merely jumping at the thing. I have no recollection of any number.

4th cross-question. Then you can't say but what several hundreds of sheets were folded daily upon it while it was there, can you?

Answer. There were no sheets folded upon it some days that the machine was run, off and on, at different times, for the purpose of exhibiting the machine. I don't think it ever run an hour steady while it was there.

5th cross-question. Can you state, within one thousand, or ten thousand, how many sheets altogether were folded upon it while it was there?

Answer. I could not state. I should think it was full one thousand sheets; it may be twice that,—I can't tell anything about it.

6th cross-question. What sort of sheets were they?

Answer. Double octavo.

7th cross-question. Printed sheets?

Answer. Yes, sir.

8th cross-question. What was done with them after folding?

Answer. Well, they went into charge of the binder, Mr. Matthews, for anything that I know; I took no charge of them after they were folded.

9th Question. Were they not bound up?

Answer. I don't know.

10th Question. You mean to be understood that you have no knowledge or belief or information from any of the Appletons on that point whatever, do you?

(Objected to by plaintiff's counsel, because the witness has made no such statement.)

Answer. I have no knowledge, and no means of knowing in regard to the sheets.

11th Question. Did you never, during the months you were there in the bindery operating and exhibiting the machine, anxious or desirous for its success, take the trouble to ascertain whether the sheets folded on it were afterwards bound up and put to any practical use?

Answer. I always had an anxiety in regard to the success of the machine, while I was with it, and examined the sheets from time to time as they were folded, and they were taken away, and I had no further knowledge of them.

12th Question. Is that the only answer you wish to give to that question?

Answer. I presume, after being taken, they were re-examined, and those that were badly folded refolded.

13th Question. And the remainder bound up as they were, do you mean?

Answer. All that were folded good, I presume were bound up.

14th Question. How many sheets to your knowledge were so badly folded that they were afterwards refolded, before being bound up?

Answer. I can't say.

15th Question. Can you swear to one?

Answer. Yes.

16th Question. To how many more, about?

Answer. I can't say.

17th Question. Can you swear of your own knowledge to ten?

Answer. As I have said before I didn't know what disposition was made of the sheets after they left me.

18th Question. (Not waiving objection to question seven.) When you say the machine, while at Appleton's, was not considered practically useful, what do you mean by practically useful?

Answer. I mean a complication in its construction, and its adjustments, so difficult it could not be left in the hands of the binder without a practical experienced mechanic, and various other objections to it.

19th Question. What objections do you mean besides those you referred to in your direct examinations?

Answer. The difficulty of adjusting the machine to correspond with the two signatures of the sheet.

20th Question. Don't you mean adjusting the machine to correspond with the printing of different signatures as you expressed it in your direct examination?

Answer. I mean the two signatures of the one sheet.

21st Question. It could be done with the exercise of proper care, could it not?

Answer. Not accurately, as the sheets were printed.

22d Question. What was the amount of the error?

Ans. A continual variation of the different signatures of the same book.

23d Question. I mean, what was the extent of such variations?

Answer. Some signatures would be very slight, and others a good deal out.

24th Question. On the whole, do I understand you, that in order to make the machine such as could be safely put in the hands of binders, it needed simplification in its details?

Answer. It needed some alteration, either there or of the printing.

25th Question. A sheet printed out of register, and folding on an accurate machine, would not be suitably folded for binding, would it?

Answer. One signature may be printed, or both may be printed in register of themselves when the sheet is separated, but not in register one with the other before it is separated, which causes a defect in this folding machine.

26th Question. Do you mean that a defect in folding, owing to defective register in printing, is a defect in the folding machine?

Answer. I mean that this machine was adapted only for the double octavo sheet, and in order to fold it accurately, each signature must correspond in register with the other.

27th Question. Question repeated.

Answer. I mean, that the manner of printing the sheets to be folded by hand, or folded in single signatures, the two signatures do not require to be set up, the one in register with the other.

28th Question. If a double octavo sheet is printed out of register, can any machine fold it in register?

Answer. Not practically.

29th Question. Have you any recollection whether any of the sheets folded on the said machine at Appletons' were printed out of register?

Answer. Each signature would average, in register, equal to any work I have seen.

30th Question. Was that machine capable for being adjusted to fold signatures of different sizes?

Answer. It was.

31st Question. What range of adjustability in this respect had it?

Ans. I could not tell exactly, but I should say an inch and a half in length, and two inches in the width of the folded book.

32d Question. Do I understand by this adjustability the same thing as is above expressed as adjustability, to correspond with the printing of different signatures?

Answer. Yes, it is the same thing.

33d Question. You speak, in your direct examination, of fulness and wrinkling of the sheets in folding by this machine, do you mean two distinct defects?

Answer. The fulness is the cause of the wrinkling.

34th Question. You have since obviated the wrinkling, have you not?

Answer. It never was obviated on that machine by me.

35th Question. Did you not, while in Mr. Bacon's employ, find out how that difficulty could be obviated?

Answer. I did not.

36th Question. Did you not, while in his employ, find out what was the cause of it?

Answer. I found out it was the fulness of the sheet, and wrote him, Mr. Bacon, to that effect.

37th Question. Did you, while in his employ, find out and write to him what was the cause of the fulness of the sheet?

Answer. I gave him as my opinion, and wrote to him, I can't say what it was; I have no copy of it.

38th Question. You remember discovering and writing to him that the fulness of the sheet caused the wrinkling, don't you remember discovering and writing to him what caused the fulness of the sheet?

Answer. I think it was the slipping of the sheet in the nipper that I wrote him.

39th Question. Did you not write to him in substance, that it was owing to the disproportion of the framework holding the mechanism which made the previous folds which disproportion could be easily remedied in making another machine?

Answer. Very probable that I wrote him something similar, but it has passed from my mind, and I have no means of reference.

40th Question. You say that at Middletown you worked upon the machine six weeks, still improving it with no good results, what do you mean by good results?

Answer. Satisfactory results.

41st Question. What were the satisfactory results at which you were aiming?

Answer. To obviate the fulness, and press the sheets, and do away with the wrinkling.

42d Qestion. Was there any wrinkling before you substituted the rollers for the nippers?

Answer. Not so much with the rollers, but a fulness in the sheet.

43d Question. You say that, having worked upon the machine six weeks with no good results, trying to obviate the wrinkling, you gave it up and went into other business; and yet you say that it is very probable you wrote to Mr. Bacon that you were of opinion that the wrinkling was due to a disproportion of framework, which, in making the next machine, could be easily obviated; do you then mean to give the impression that you gave it up and went into other business because of your want of success in those experiments?

Answer. No, not altogether.

44th Question. Was it in any degree owing to such want of success that you gave it up, and went into other business?

Answer. It was, in part.

Adjourned to Friday, July 8th, 1859, at 10 o'clock, A.M. of that day, by consent.

IRA H. TUTHILL,
Notary Public.

Parties met pursuant to the adjournment, as above stated.

Cross-examination of John North by counsel for defendant, S. T. Bacon, continued.

45th Question. Where are the drawings which you employed Moses J. Hubbard to make?

Answer. The drawings were taken to Hartford, and they are out of my possession; they are lost or stolen.

46th Question. When did you last have them, or any portion of them, in your possession?

Answer. In September, was the last of the year 1858. I saw them at Lincoln's shop, at Hartford.

47th Question. What were they there for?

Answer. They were taken there for the purpose of building the machine.

48th Question. Was any machine built there accordingly?

Answer. A machine was partially built, but not wholly completed there.

49th Question. Why was it not wholly completed there?

Answer. I preferred to take it to New York.

50th Question. Why?

Answer. For the purpose of experimenting.

51st Question. Was that the only reason?

Answer. Yes, sir; that was my reason.

52d Question. Do you not know that the Lincolns refused to complete the machine, because they had been informed of Mr. Bacon's claim to the improvements it contained?

Answer. They done all the work I requested them to do.

53d Question. Question repeated.

Answer. No, I don't know that they did.

54th Question. Don't you believe that they did?

Answer. No, I don't believe that they did.

55th Question. What is your belief as to all the reasons for that machine not being completed at Lincolns' shop?

Answer. That all the work that I wished done there, was done there.

56th Question. How long after the Lincolns stopped work on that machine was it removed?

Answer. When Mr. Hubbard had finished the work laid out for him, he came to Middletown, and informed me, and after that I went

to Hartford, saw and examined the work, and left orders to have it boxed and sent to New York, to the care of D. Appleton & Co.

57th Question. How long after the Lincolns stopped work on that machine was it removed?

Answer. A very few days after the work was done, that I wanted done.

58th Question. How long after the Lincolns stopped work on that machine was it removed?

Answer. I never saw them work on it at any time.

59th Question. Did not they, or men in their employ, work on the machine, in the first instance?

Answer. Men in their employ worked on the machine.

60th Question. Understanding then, by the Lincolns working on it, their or their men's working on it, answer the fifty-sixth, fifty-seventh, and fifty-eighth questions.

Answer. As I have answered, a few days after.

61st Question. During those few days that elapsed between the Lincolns stopping work on it and its being removed, was any work done on it, and what?

Answer. No work done to my knowledge; it remained for the paint to dry.

62d Question. Who paid Hubbard for his work on it?

Answer. The Lincolns.

63d Question. Have you, or any of the Appletons, to your knowledge, paid Mr. Hubbard for any work done on that machine at Hartford?

Answer. Not for work done while at Lincoln's, that I remember.

64th Question. You say that after January, 1858, and upon consultation with Mr. Dunn, from suggestions from Mr. Matthews, you hit upon a new starting-point, and proceeded to make drawings, by which the Hubbard drawings were afterwards made. What was your new starting-point?

Answer. The manner of folding the 12mo. sheet.

65th Question. In other words, constructing a 12mo. machine. Is that so?

Answer. Yes; and the same machine applicable to an octavo.

66th Question. Please state particularly the essential feature or features of this last-named machine, by which it was distinguished from the machine which you previously had on exhibition at Appleton's, and experimented on at Middletown in 1857.

Answer. This I have done in the patent itself, more explicit than I am able to do at present.

67th Question. In what patent?

Answer. In the patent issued August 10th, 1858.

68th Question. How many folding machines have been made on the plan described in that patent, since that which was commenced at Hartford?

Answer. Not any, in every particular.

69th Question. If any machines have been subsequently made, varying in some particulars, state in what particulars.

(Objected to, as wholly irrelevant in this case by plaintiff's counsel.)

Answer. Those particulars I regard as rights of my own, and don't feel inclined to state them.

70th Question. Do you decline to state them?

Answer. I do.

71st Question. Will you state how many machines have been made embracing those particulars?

Answer. Six.

72d Question. By whom were they made, and where?

(Objection same as above.)

Answer. In answering that question, I would say that I have repeatedly heard of Bacon's threatening to sue parties that were engaged on the work of the machines. I don't feel it my duty to answer the question.

73d Question. Do you refuse to answer?

Answer. I decline, under those circumstances only.

74th Question. What is it to you whether Mr. Bacon sues such parties or not?

(Same objection as above.)

Answer. I respect the parties more than I do Mr. Bacon.

75th Question. Is that your only reason?

(Same objection as above.)

Answer. That is my only answer.

76th Question. Do you mean to swear that you are in no way directly interested in, or benefited by, the manufacture and sale of such machines by Messrs. Appleton & Co.?

(Objected to, because the witness has made no such statement.)

Answer. I do not.

77th Question. What were the suggestions of Mr. Matthews, which led to or preceded your preparation of drawings for the second machine, that which was commenced at Lincolns', in Hartford, as above testified?

Ans. The want of a 12mo. machine; that first introduced the subject which led to suggestions of different devices to obtain the result. I can't remember all the suggestions in particular now. One was, how we should start—the starting-point, in order to obtain and keep the register.

78th Question. What was Mr. Matthew's suggestion on that point?

Answer. I can't state it in particular; it was a matter of conversation between us, which led to the bringing out of the device.

79th Question. Can you state it in general?

Answer. I cannot, as it was from several conversations and examinations of the printing-press, to see what device could be made for

registering the sheet as a starting-point, which was afterwards demonstrated successfully, and also patented.

80th Question. Can you not state what it was that was afterwards demonstrated and patented?

Answer. I can; but this is done fully in the patent itself, which is at the command of any one?

81st Question. But does the patent show what Mr. Matthews' suggestion was?

Answer. No, sir.

82d Question. Then you cannot state at all what it was, can you?

Answer. Not further than what I have.

83d Question. Refer to the answer in which you have stated it.

Answer. In addition to what I have already said, I will state that Mr. Matthews, in the different conversations, and with sheets of paper we folded in different forms from the usual way of hand-folding, which retained the inset on the sheet till the last fold was completed, Mr. Matthews said, Can't it be folded so and so?

84th Question. Was not the subject of the construction of the 12mo. machine frequently discussed orally, and by letter, between yourself and Mr. Bacon, before these consultations, in the beginning of 1858.

Answer. Yes, sir.

85th Question. Have you no doubt of the time of your interview with Mr. McIntyre, in which you say he informed you that the patent had issued to Mr. Bacon?

Answer. I have no doubt.

86th Question. Have you no doubt that he then told you that it had been so issued?

Answer. No; no doubt.

87th Question. Then, I understand you, that before leaving Washington on that occasion, you were satisfied that the patent had been issued and sent to Mr. Bacon. Is that so?

Answer. Yes.

88th Question. Did you return to New York the same day, the 11th August?

Answer. I left Washington for New York the same day, and arrived at New York the next morning.

89th Question. Please read over your answer to the 30th direct interrogatory in regard to the simultaneous signing and cancelling the agreement with Mr. Hardy, and say if, on reflection, you have any doubt of its correctness?

Answer. I have no doubt.

90th Question. When did you commence the invention of the folding machine, which, in your answer to the second direct interrogatory you say you were employed in completing in the fall of 1856, and ensuing winter and spring?

Answer. I think it was about the month of August previous, in 1856. I can't be positive as to time.

91st Question. Was it not patented in April, 1856; I mean most of its features?

Answer. I made a mistake; I should have said about August, 1855.

92d Question. In whose employ were you from the time you ceased to be employed by the American Book and Paper Folding Company to the time you went into the sewing machine business?

Answer. Steuben T. Bacon.

93d Question. Mr. Bacon paid you for your services, &c., upon the machine, while you were in his employ, once a quarter, did he not?

Answer. I rendered my bills quarterly, but they were not always paid at the time; some are still unpaid.

94th Question. By the terms of your employment with him he was allowed thirty days after the rendering of an account before he was bound to settle it, was he not?

Answer. It was so expressed in the terms of contract with the company. I had no contract with Mr. Bacon.

95th Question. With the exception of the account which you put in suit, was the settlement of any account you rendered to him delayed beyond such term of thirty days?

Answer. I should think not.

96th Question. With that exception did you ever express to Mr. Bacon, or any one else, any dissatisfaction with him as a paymaster, while you were employed by him?

Answer. Not that I remember.

97th Question. Does the account which you put in suit cover more than one period of settlement, and the day and a quarter of which you have spoken?

Answer. It does.

98th Question. How much time does the account cover in addition to the day and a quarter?

Answer. The bill rendered the 1st of July, 1857, if my memory serves me, there is some $869 due upon it, and the one rendered in October of 1857, is some $32, for work done in July, and the day and a quarter in September.

99th Question. Then the account in suit embraces nothing back of the quarter ending 30th of June, does it?

Answer. Yes, the bills for previous matters were paid.

100th Question. How much did Mr. Bacon pay you, if anything, on account of the quarter ending the 30th June?

Answer. Two hundred dollars.

101st Question. Why did Mr. Bacon not pay the balance of that bill, and the bill for subsequent services?

Answer. I never knew his motive.

102d Question. What reason did he give you?

(Objected to by counsel for plaintiff.)

Answer. He wanted I should deduct for board while in New York attending to his business.

103d Question. What board?

Answer. My board and lodging.

104th Question. What business were you on at the time, and where?

Answer. Bookfolding business, at New York.

105th Question. At what place in New York did you board?

Answer. I stopped at the Florence hotel, and got my meals at different places.

106th Question. How long a period was this?

Answer. Some three or four months altogether, I should think.

107th Question. What reason did Mr. Bacon give for not paying your board during that period?

Answer. He urged the reason that was in the old contract, which never was complied with; it may have been in one instance, as I rendered my bill.

108th Question. Do you mean that by the old contract the company were bound only to pay for your board, what would cost you at Middletown, or a sum fixed upon on that basis, and that Mr. Bacon urged that stipulation and declined to pay any higher sum?

Answer. By the old contract, there was to be a deduction of three dollars per week from the expense of board; he insisted on the same deduction.

109th Question. About the month of December, 1857—by sending in his bill and also a discount with J. J. Greenough of $50, October 1st, the bill for which was rendered to me October 22d, 1857, by Greenough.

110th Question. Did not Mr. Bacon pay the board in question, for the deduction from which you afterwards say he rendered you his bill?

Answer. It was paid in the bills as rendered from time to time.

111th Question. What balance do you claim as now due from Mr. Bacon?

Answer. It is somewhere about $118 and interest, I think.

112th Question. Did not Mr. Bacon say that if you would sign certain papers which he held, your agreement to sign, relative to foreign patents, he would pay you $100, and waive his claim for deduction from the board account, in order to make settlement.

Answer. He offered to pay me $100, after I had given it to my lawyer to sue. (The question being repeated, the witness answers) Yes.

113th Question. Did you not say to Mr. E. K. Root, that if you had not supposed Mr. Bacon knew or thought that suit had been commenced, you would have taken his offer devilish quick, or something to that effect?

Answer. I don't remember any such thing.

114th Question. While the folding machine was in Messrs. Appletons' bindery, in the spring of 1857, was it known to them to whom it belonged?

Answer. I suppose it was.

115th Question. Was it known to them at that time that the improvements contained in that machine were the property of Mr. Bacon, or claimed by him?

Answer. I do not know.

116th Question. Have you not, from what you saw or heard from them, or any of them, at that time, or at any time since, any knowledge or belief on the subject?

(Objected to.)

Answer. I don't know that I have.

117th Question. Have you any knowledge as to whether Mr. Matthews knew that fact while that machinery was in the bindery?

(Objected to.)

Answer. I have reason to believe that Mr. Matthews knew that that machine belonged to Mr. Bacon, and that I was employed by Mr. Bacon; I presume that Mr. Matthews understood that I was improving or trying to improve it for Mr. Bacon's benefit.

118th Question. Question repeated.

Answer. You have my answer.

119th Question. What was the business connection or relation at that time between Mr. Matthews and Messrs. Appletons?

Answer. So far as I have any knowledge, he had the principal charge of the bindery.

120th Question. Did you not know when you set out to construct the 12mo. machine in the early part of the year 1858, that Mr. Bacon claimed to be entitled to any and all improvements which you might make in folding machines?

Answer. I did not.

121st Question. Do you not remember an interview between yourself and Mr. Bacon, at Middletown, in the fall of 1857, with a view to a settlement between you, that you made the remark that Mr. Bacon might understand that folding machines could be made that would work, and that Mr. Bacon replied that he held papers that would secure to himself all improvements and inventions that you might for a certain period see fit to make in folding machines, or something to that effect?

Answer. In the winter, I think the month of December, of 1857, Mr. Bacon met me at Middletown, and the subject of conversation was in relation to a settlement, when he offered to pay me $50, but no allusion was made in regard to building book-folding machines, or of papers or contracts relating thereto. I declined taking his offer of $50, when we separated. Mr. Bacon says, then you may go your way and I will go mine; and in reply, I said very well.

122d Question. Question repeated.

Answer. No, I had no such interview.

123d Question. Do you know when or how Mr. Bacon came to the

knowledge that you were seeking to obtain the patent of August, 1858, for your own or some third party's benefit?

Answer. I do not.

124th Question. Who paid the other workmen that did work on the machine while at the bindery, and afterwards at Middletown, besides yourself?

Answer. Mr. Bacon.

125th Question. The object of setting up that machine at the bindery, was to give it a practical test, and see in what particulars it required simplification or improvement, was it not?

Answer. The principal object in setting it up was to show the machine for the purpose of getting up a company, as Mr. Bacon had often expressed a desire to get out of it.

126th Question. Question repeated.

Answer. That was a part of the object.

127th Question. You say that that machine never went into practical use; state fully your means of knowledge on that point; do you know anything about it?

Answer. The last that I knew of the machine, Mr. Fenn, of Middletown, told me. (Objected to by defendant's counsel, as the witness has been cautioned.) It never has been in practical use to my knowledge.

128th Question. You have stated that the machine was moved from the bindery to Stroud's factory, at Middletown; were not the premises into which it was moved hired by Mr. Bacon?

Answer. They were.

129th Question. What work did you do in or about the machine in the months of July, August, and September, 1857?

Answer. I attached a pair of rolls in the place of the last folding nippers.

130th Question. Was not that done in the month of June?

Answer. On one side of the machine there was one pair attached in the month of June.

131st Question. How long a job was it to make such attachment?

Answer. That all depends on the amount of help, and the facilities for doing it. It was some two or three months. The idea I mean to convey is this,—one pair was put on one side in New York, at the bindery; that pair was taken off at Middletown, and two pair was put on, one more perfect than the other, in June and July; that, with the experimenting upon it, took me about six weeks.

132d Question. What experimenting?

Answer. To see if I could obviate the fulness and press the sheet.

133d Question. With the exception of the substitution of the rolls for nippers, was any material or patentable feature put on the machine from the time it passed out of the hands of company to the time you left Mr. Bacon's employment?

Answer. There was nothing put on it while I was at work on it which we, Mr. Bacon or I, considered worth patenting.

134th Question. Question repeated.

Answer. You have my answer.

135th Question. Do you swear that you believe that you have honestly answered my question?

Answer. I do.

136th Question. Do you mean to swear that neither Mr. Bacon nor yourself considered the substitution of rolls for nippers to be material or patentable; if so, state when or where Mr. Bacon indicated that he did not so consider it?

(Objected to, as the question does not corrrespond with witness' former statement.)

Answer. The subject of a patent for the substitution never was talked of by me with Mr. Bacon, in regard to the rolls, as they were not successful or satisfactory in their operation.

137th Question. Do you mean not successful or satisfactory because of the wrinkling?

Answer. Yes.

138th Question. Of the two pairs of rollers which you put in the machine at Middletown, in June and July, 1857, did not one pair work without any material wrinkling, and perform satisfactorily?

Answer. One pair wrinkled more than the other, neither pair was satisfactory.

139th Question. Was there not in the first folding machine you ever saw, devices for cutting and separating such book sheets as required it?

Answer. The first folding machine that I ever saw, separated the sheet with a rotating cutter, riding on a straight bar, which separated the sheet before it was folded, a double octavo sheet.

140th Question. Was it not done while the sheet was passing through the machine to be folded?

Answer. The sheet was cut in two while passing to the folding apparatus to be folded.

141st Question. Was it not after the sheet had left the register-pins and feed-table?

Answer. After it had left the register-pins, it commenced cutting before it had entirely left the feed-table.

142d Question. Where are the six machines in use which you say were made after your plan, adopted in the early part of the year 1858? (Objected to.)

Answer. All the machines that have been built since that time, are at Appletons' bindery.

143d Question. In use there? (Objected to as above.)

Answer. Some of them, four of them.

144th Question. Have you ever heard any of the Messrs. Appletons say anything about being cautioned by Mr. Bacon against in-

fringing his patents for folding machines? and if so, what? (Objected to.)

Answer. No, sir, I have not.

145th Question. How did you succeed in the sewing machine business?

Answer. That is my business.

Redirect Examination by Plaintiff's Counsel.

32d Question. Direct Question. Were you present at the examination of Mr. D. E. Gavit, as a witness in this action?

Answer. I was.

33d Question. Do you remember having a conversation with him at the Murray Hill House, as testified to by him? and if so, when and under what circumstances was that conversation held?

Answer. I remember of meeting Mr. Gavit at the Murray Hill House, at the time of the fire of the Crystal Place, while it was burning. We passed the compliments, and Mr. Gavit inquired if Mr. Bacon and I had settled our matters yet. I said no; and he replied, that he was sorry that we had not made some arrangements, which was about the sum and substance of all that passed between us, as the house was filled to overflowing our attention was called to the report of the reporters, and the speeches of different men in regard to the fire. I saw Mr. Gavit but a few moments.

34th Question. Did you then, or ever, tell Mr. Gavit that you had a contract or writings between yourself and Mr. Bacon? (Objected to as leading.)

Answer. I did not.

35th Question. Did you tell Mr. Gavit, while the machine was at Appletons', in 1857, that you had conceived a plan for making a 12mo. machine to fold their Speller upon? (Objected to as leading.)

Answer. I did not.

36th Question. Is the Speller sheet a 12mo. at all? and if not, what is it? (Objected to as leading.)

Answer. It is an octavo.

37th Question. Did you ever receive any notice from or through C. L. Lincoln, on the subject of Bacon's claim, that the machine Lincoln was building infringed on his, Bacon's, rights? if so, at what time did you first receive such notice? (Objected to as leading.)

Answer. I received no such notice; I mean written notice. I received the information from him first in the latter part of August, 1858.

38th Question. After your interview with McIntyre to which you have testified, whom did you understand to be the grantee named in the letters patent which McIntyre told you had been delivered to Mr. Bacon? (Objected to.)

Answer. I understood they were issued to me and sent to Mr. Bacon; I understood John North to be the grantee named.

By consent of parties, copies of original Exhibits, marked for identification, "Exhibits No. 5, 6, and 7," respectively, are substituted for the originals, and are to be admitted in evidence without further proof.

JOHN NORTH.
IRA H. TUTHILL,
Notary Public.

Subscribed and sworn to before me, this 8th day of July, 1859.
IRA H. TUTHILL.
Notary Public.

10 Wall Street, New York.

The further taking of depositions is adjourned by consent of counsel to Saturday, July 9th, at half past 9 o'clock, A.M., of that day, at the same place.

IRA H. TUTHILL,
Notary Public.

Pursuant to the adjournment as above stated, I continued the taking of depositions of witnesses, as follows:

Deposition of William Matthews.

William Matthews, of Flatbush, Long Island, of lawful age, being produced, sworn, and examined on behalf of the plaintiff, deposeth as follows:

1st Question. Please to state your age and occupation, and how long you have been engaged in such occupation.

Answer. Aged 37 years; occupation, bookbinder; over twenty years I have been engaged in that occupation.

Question 2. What is your present mode of employment in that business, and how long has it been so?

Answer. I am superintending the bookbinding establishment of Messrs. Appletons' and have done so for years past; for the last four years it has been at *at* No. 107 Franklin street, New York.

3d Question. Do you know the defendants in this action, John North and Steuben T. Bacon? and if yea, how long have you known them respectively?

Answer. I do. Steuben T. Bacon, since December, 1856, or January, 1857; Mr. North, nearly the same time within a few weeks.

4th Question. How did you become acquainted with said Bacon?

Answer. He introduced himself to me at said bindery.

5th Question. What passed on that occasion between you and him?

Answer. He introduced the subject of a folding machine that was on view at the American Institute fair, at the Crystal Palace, New York; invited me to go and see it, which I promised to do, and did.

6th Question. When did you next see Mr. Bacon at the bindery, and what occurred on that occasion?

Answer. I should think in about a week afterwards, he asked my opinion of the machine, at the fair. I gave it him, and he then broached the subject of introducing it into some bookbinding establishment where it could be seen to advantage. I then made an offer to him of room in said bindery to put up the machine and show it, and power to work it.

7th Question. On what terms as to compensation was that offer made? was it accepted or acted on?

Answer. No compensation was asked, none proposed; it was accepted and acted on?

8th Question. Was said machine put up in said bindery? and how long did it remain there? and what was done with it or upon it while it was there?

Answer. It was. It was put up in February, and remained there about four months; it was worked to exemplify the capabilities of the machine to several invited persons, both binders and others; alterations were constantly being made on the machine by Mr. North for the purpose of overcoming the difficulties which presented themselves.

9th Question. How much attention did you give to the machine while it was there?

Answer. As much attention as my large business would allow, for I was very interested in the machine. I became familiar with all its parts and its mode of operation.

10th Question. Did you derive any, and how much advantage from the use of the machine about your folding work?

Answer. I derived no such advantage; the work which was done upon it had all to undergo an examination, which was more costly than hand folding; and, as in its examination, each sheet had to be opened, it therefore had to be refolded; the reason why each sheet had to undergo an examination was, that the machine proved itself imperfect in *in* its work; sometimes being imperfect in its register, and other times wrinkling the sheet, which is a serious fault.

11th Question. Did that machine, at any time, while it was in the bindery, work in such a manner, that it could have been practically useful to you? (Objected to as leading.)

Answer. No. At times, it appeared working satisfactorily, but when the work came to be examined, it proved the reverse.

12th Question. What kind of sheets could that machine fold?

Answer. By kind, I understand size. Octavo sheets was the only size it was capable of folding.

13th Question. Is difference of size the only difference between printed book-sheets of the different names used in the trade?

Answer. Oh, no. Each size involves different modes of folding: quarto's having two folds; octavo's three, and 12mo's four, with a

portion cut off and inserted with the remainder, which last involves more labor and skill.

14th Question. All printed book-sheets of the same name, as octavo, for example, necessarily, or always of the same size?

Answer. No, sir, not of the same size in the sense of dimension. The term size, as used by binders, refers to the number of folds or pages in a sheet.

15th Question. After that machine left the bindery, did you again take up the subject of folding machines? and if so, when and how?

Answer. I did; about seven or eight months after, Mr. North was engaged in erecting a drying machine in the printing establishment of the Appletons', and having been much disappointed at the failure of the beforementioned machine, and being well aware that five-sixths of the bookfolding in New York, was of the size called 12mo, I conversed with the said North upon the possibility of inventing such a machine, or a machine for such size; we then and afterwards consulted and experimented together, the result of which was the discovery of a mode of folding the 12mo. sheet never before thought of or seen by me; its ingenuity induced me to ask him to make drawings and a working model to execute the same.

16th Question. Were such drawings and model made?

Answer. They were.

17th Question. When and where did you first see them? and what become of them afterwards, so far as you know?

Answer. In my office, at the bindery. They were afterwards directed to Washington, and sent to the Express office. They are the same drawings and model on which the patent of the 10th of August, 1858, were founded.

18th Question. Was the old machine, first mentioned by you, or was it not, capable of folding a 12mo. sheet? (Objected to for form and substance.)

Answer. It was impossible to fold such sheet on said machine without spoiling the sheet. Such a sheet ought to have its inset cut off, in order to fold it correctly, even if its register could have been made correct, which could not be done by that machine; it would spoil the sheet, because if the inset was not cut off, the printed sheet would be unreadable.

Cross-examination by Counsel for Defendant, S. T. Bacon.

1st Question. Have you not in your possession some letters from Mr. Bacon to yourself on the subject of book-folding machines?

Answer. Only one.

2d Question. Will you produce it, and annex it to your deposition?

Answer. I will; it is annexed and marked for identification "Exhibit No. 8."

3d Question. Look at the letter now produced and annexed to your

deposition, marked for identification "Exhibit No. 9," and say if you wrote it?

Answer. I did.

4th Question. Did you receive a letter from Mr. Bacon in reply to the same?

Answer. No, sir.

5th Question. Did you receive a letter from Mr. Bacon after yours was written?

Answer. I have no recollection of ever having received another letter from Mr. Bacon.

6th Question. Will you undertake to swear that you did not?

Answer. No; I am only speaking to the best of my recollection; but I believe confidently that I never did.

7th Question. Please reflect carefully, and say if you have not some recollection of having received a letter from Mr. Bacon, conveying a caution, or warning, or notice, or something of that kind, in regard to North's or other folding machines or improvements, and yours or the Messrs. Appletons' connection with the same, or something of the kind?

Answer. I do reflect carefully, and I do not recollect of anything of the kind.

8th Question. By whom is the business of the binderies at No. 107 Franklin street carried on?

Answer. By my labor and the Messrs. Appletons' capital.

9th Question. How is your profit from the business derived? is it by salary, by commission on, or proportion of, profit? or how otherwise?

Answer. I have one-third share in the profits of the bindery.

10th Question. Was not Mr. Bacon introduced to you by letter of introduction from Messrs. Appletons?

Answer. I received so many introductions from them that such is possible; but I think such was not the case on the occasion of Mr. Bacon's introduction to me.

11th Question. How successful was the drying machine referred to by you in your examination in chief?

Answer. Not being the printer in that establishment, I do not know how far it was successful; but I believe it was not an entire success.

12th Question. Is it now in the bindery building?

Answer. I think it must be, as I do not know of its being anywhere else; but such may not be the case, as I am in the bindery and not in the printing office.

13th Question. Is it in use?

Answer. To the best of my knowledge, no.

14th Question. How long since it was in use?

Answer. I cannot say exactly,—but some few months.

15th Question. How long was it ever in use, to the best of your knowledge, from the first to last?

Answer. I cannot speak as to that, never having been present on any one occasion of its use.

16th Question. How many folding machines on any plan devised by Mr. North are now in the bindery at No. 107 Franklin street?

Answer. Seven.

17th Question. Are they substantially on the plan described in the patent of the 10th August, 1858.

Answer. Only two; and they differ from each other in small particulars.

18th Question. Please state briefly the points in which the remaining five differ from these two?

(Objected to by counsel for plaintiff.)

Answer. They are for a different class of work.

19th Question. Are they on the same principle with the two in question?

Answer. They are not; as I have said they are for a different kind of work, and, of course, involve different principles, though some of their parts may be the same.

20th Question. Then please state the points in which the construction of the five differs from the construction of the two?

(Objected to.)

Answer. I think I can best arrive at that by stating, as I intended to do before, that the two only are 12mo machines, and the other five are octavo,—one involving and requiring the principles to cut off the inset, whereas the other has no inset to cut off.

21st Question. Is this the difference which you refer to above as the different principles which the two classes of machines involves?

Answer. That is the principal difference; other differences, as far as I am able to describe them, consist in dimensions and receptacles for receiving the sheets and keeping them separate,—the onset from the inset,—these, I think, are all the important points.

22d Question. Are they all the differences of principle as you understand the term?

Answer. They are all that I at present recollect between the two and the five.

WM. MATTHEWS.

Subscribed and sworn to before me, this 9th day of July, 1859.

IRA H. TUTHILL,
Notary Public, 10 Wall St.

It being proposed on the part of plaintiffs to produce as a witness one John Robertson, the foreman of the bindery No. 107 Franklin street, it is admitted, on the part of the defendant Bacon, that said witness, if produced, would testify in regard to the wrinkling of sheets

upon the first North machine, and the refolding of them, substantially as testified by Mr. Matthews, whereupon the production of Robertson is dispensed with.

CANSTEN BROWNE,
Of Counsel for Bacon.
IRA H. TUTHILL,
Notary Public, 10 Wall St., N. Y.

The State of New York, City and County of New York, *ss.*

Be it known, that I, Ira H. Tuthill, a notary public in and for the State of New York, duly commissioned and sworn, dwelling in the city of New York, do hereby certify that the above or within named John North and William Matthews were by me respectively, first duly sworn to testify the truth, the whole truth, and nothing but the truth; and that the foregoing depositions, by them respectively subscribed, were reduced to writing by me, and were taken at the time and place specified in the inclosed notice, and on the days to which the taking of the same was adjourned by consent of counsel, as appears upon the face of said depositions.

In testimony whereof, I have hereinto set my hand and seal of office, this eleventh day of July, in the year of our Lord eighteen hundred and fifty-nine.

[SEAL.] IRA H. TUTHILL,
Notary Public in and for the State of New York,
10 Wall St, N. Y.

Letter 1.

BOSTON, June 23d, 1856.

Mr. JOHN NORTH.

Dear Sir: I have now waited sufficiently long, in my judgment, for parties to decide in relation to their uniting in a purchase of the folder and other property late of the Am. B. and P. F. Co., and we are now making negotiations with Mr. Hardy to that end.

On my next visit to Middn. I trust we can come to such understandings and agreements as shall be to the mutual advantage of all interested parties. Please inform me as early as you can of the state of the machine, and tell me when I had better come on.

Very truly yours,
S. T. BACON.

When you get the box of sheets from N. Y. please inform me.

Letter 2.

BOSTON, August 4th, 1856.

Mr. NORTH.

Dear Sir: I shall be at Middletown on Tuesday P.M. or Wednesday. Mr. Harper may call upon you before I do. You perhaps had

better have a few sheets folded up, for I am going to bring some thinner paper with me for you to fold when I come.

I have not found a convenient time to write out contracts with you yet, but, until we do so, I will say now, that I will carry out with you the spirit of the agreements between the Co. and you, also Mr. Hardy and you.

Very truly yours,
S. T. BACON.

Letter 3.

Boston, May 18th, 1857.

John North, Esq.

My dear Sir: I have your favor of 16th. It is somewhat uncertain when I shall visit N. York, but trust it will be within a week. Please inform me how long you can be profitably occupied as you now are in N. Y., and also how much will the speed of the machine be reduced if the contemplated change is made? and what reduction in weight, cost, &c.?

The subject of a new contract between us has escaped my memory until now, but I will endeavor to write out one by the time I visit N. Y. again.

Call at Greenough's Wednesday A.M. and look at Pat, if it comes, and then have it sent me by afternoon mail.

Write often.

Most truly, &c.,
S. T. BACON.

Letter 4.

Boston, June 5th, 1857.

Jno. North, Esq.

My dear Sir: I have just returned from my trip, and I did not find any leisure time in which to write out anything as the substance of an agreement between us, and I now find it important to get off some documents to England, so that I can hardly attempt any other business for some three or four days.

Recent developments render our prospects in the folder quite flattering, and I hope you will see the importance of completing the new experiments at the earliest day possible. I will send some few tools in a few days.

Most truly yours,
S. T. BACON.

Letter 5.

This agreement, made at Middletown, Conn., this 12th day of June, 1857, between John North, of said Middletown, and Steuben T. Bacon, of Boston, Mass., witnesseth: That the said North, for and in consideration of the payments already made him, and of the agreements of the said Bacon hereinafter expressed, hereby agrees

that he will, for so long a period as the said Bacon may desire, devote his time, talents, and industry, at the direction of said Bacon, to the business of further perfecting or of making machinery for folding books or paper, under the patents held and owned by said Bacon; that he will devote his whole attention to such business whenever the said Bacon may direct, at the compensation of eight hundred dollars per year, and five per cent. on the net amount of sales made under or in pursuance of the patents above attended to, and also the proportion of profit which 200 shares bear to 8000 shares, said North agreeing to pay said Bacon the proportion of expense which accrues to said 200 shares, which compensation, percentage, and payments shall be made quarterly.

And the said North further agrees, that all improvements, modifications, or new inventions which he may make in folding machines at any time hereafter, shall be for the sole use of the said Bacon, who shall have the sole right to secure the same by letters patent, he having purchased of said North for a valuable consideration all said improvements or inventions, and said North hereby agreeing that the patent or patents shall be issued to the said Bacon, and also to execute whenever so requested such papers as the said Bacon may deem necessary or proper for the fulfilment of the above purposes. The said North further agrees to procure such help and articles as may be required in the above business, and render the bills thereof to the said Bacon quarterly, and said Bacon agrees to pay all such reasonable bills. If the said North should make any journeys on the above business, the said Bacon agrees to pay his necessary travelling expenses and such reasonable sum as he may have to pay for his board over and above the sum of three dollars per week. It is mutually understood and agreed that either party may be at liberty to terminate this contract after three months' notice, which notice shall be in writing.

Exhibit No. 1.

IRA H. TUTHILL,
Notary Public.

Boston, June 12th, 1857.

John North, Esq.

Dear Sir: Herewith please find draft of an agreement which I have drawn up for our guidance; if it suits you please return it and I will have a couple drawn up, and if it does not suit you, please say wherein it requires alterations. How are you getting along with the improvements?

Yours, S. T. B.

Letter 6.

Boston, June 16th, 1857.

Mr. John North.

Dear Sir: Yours of 14th is received, and it would seem as though

one might have reason to expect a letter of a different tone than it has, inasmuch as it appears to have been written on the Sabbath.

By referring to my letter of the 12th, you will see I ask you to state wherein the paper I sent requires alterations if it does not suit you. This you have not done, choosing rather to write me an insulting letter. When we cannot get along without resorting to such a course, we perhaps had better separate. By comparing the paper sent you with the one executed between you and the company, it will be seen that it is decidedly more favorable to you than the company's was, and you have many times said that you would carry out the full spirit of that agreement with any person who would do likewise.

I have endeavored to deal fairly and honorably with you, and I shall be sorry to find that you have entertained any other feelings of me, or intentions regarding your own course. If you wish to submit anything (for an agreement) to me, please write it out at an early day, but don't delay the progress of the machine.

Very truly, &c.,

S. T. BACON.

Letter 7.

BOSTON, June 24th, 1857.

Mr. NORTH.

Dear Sir: I have been expecting to hear from you. Please inform me if you have made much progress and if you can say when the machine will be ready to exhibit. I want to get that wrinkle out of the last fold at the top. I suppose you saw by the last Scientific American that a new patent had been granted for folding machine, it is to my Western competitor, but the machine conflicts with Smith's in at least five parts.

Very truly, in haste,

S. T. BACON.

Letter 8.

BOSTON, July 30th, 1857.

Mr. JOHN NORTH.

Dear Sir: If you conclude to do anything to the rollers, it has occurred to me that you will find the trouble to be in their not corresponding exactly in size. Hope it will easily be found out at any rate.

Very truly, &c.,

S. T. BACON.

The annexed are marked for identification, "Exhibit No. 1," and referred to as such.

[SEAL.] IRA H. TUTHILL,
Notary Public.

Letter 9.

NEW YORK, January 11th, 1854.

JOHN NORTH, Esq.

My dear Sir: I leave here for Albany to-morrow morning, and go to Springfield on Friday, shall reach Springfield Friday noon. It might be well for you to go up on Friday morning train. In anything you say to Mr. Smith, it would do no harm for you to say that you are looking at it for some parties who are thinking of buying some of Mr. Colt's interest. If I do not see you at the shop (in Harthere's building) I will see you at the Mossasort House.

Hastily yours,

S. T. BACON.

Letter 10.

REVERE HOUSE, BOSTON, January 18th, 1854.

Mr. JOHN NORTH.

My dear Sir: From what you have deliberated upon the folding machine for books, if you can write me fully what your views are, and what you think you can do by way of perfecting and simplifying it, and what terms and conditions you can name as to your services and that of such men as you employ in the business, and what proportion you will take in the right, I shall then have the matter in condition to lay before the company.

Your proposition will of corse be granted upon the supposition that so long as you and the company can agree you will make what machines may be wanted, and that the business of manufacturing shall be conducted in Middletown. An early reply will much oblige me, for I am about to make a bargain with some one.

Very truly, &c.,

S. T. BACON.

I have an application yesterday for room and power. Please advise me as follows: How much room have you in each floor for rent, also how much power? also what will be the price per year?

Letter 11.

REVERE HOUSE, BOSTON, February 17th, 1854.

Mr. JOHN NORTH.

Dear Sir: You have probably before this, received your contract and lease. I was obliged to leave here immediately on my return.

I wish you to write me with regard to the geer cutter, whether you can get along without our buying one, and whether the parties in the room below won't be likely to have a suitable one; and if we must have one, please state whether there are any advantages in one kind over another that you know of, and how large a one I shall get and how costly it should be, also how soon you will want it.

There is probably a large and small plainer now at Middletown for us from Worcester, and there will be soon a back-geered hand-lathe, with slide rest, and a 12 inch chuck from Boston; when these arrive, please inform me if all is right with regard to them.

Please write me when you want more shafting, pullies, &c. I trust you will endeavor to go ahead with our work as fast as is practicable, and what small matters in way of fixtures are wanted, you will procure, and keep an account Dr. and Cr. with the company.

Please write me whenever you have anything to say.

Very truly, &c., yours,

S. T. BACON.

P. S. I hope but little will be said about the business we are engaged in, until we get along further. With regard to the rent of the remainder of that floor, the parties are meditating the question, and promise to decide in a very few days.

Letter 12.

REVERE HOUSE, BOSTON, February 23d, 1854.

Mr. JOHN NORTH.

My dear Sir: Our treasurer says he advised you to get insurance for the company, but if you have not done so I will get it here.

Please inform me whether you have or not.

I wrote you yesterday asking you to say how long you want each length of shafting made.

Very truly, yours,

S. T. BACON.

Letter 13.

REVERE HOUSE, BOSTON, March 4th, 1854.

Mr. JOHN NORTH.

My dear Sir: I inclose a blank for you to fill out according to your judgment, and after you have made it out please show it to C. C. Collins (over Elliot's store), and ask him what he will insure it for, then send the application and Collins's price to me. Don't tell him you have or have not got it insured, nor don't mention my name to him; merely ask him what he will do it for in case you will get it for him. I was in at Foxes to-day, and find that the shafting won't be done till Monday.

Very truly, yours,

S. T. BACON.

(Memorandum.)

Our principal tools cost about as follows:

2	Engine laths and fixtures, and chunck, ...	$445
2	Hand laths, rest, tables, &c., ...	260
2	Plaines, ...	550

1 Upright drill,	120
1 McZunn forge,	25
Hammers, vices, files, and sundry tools, say,	200
	$1600

1 Folding machine,	$1200
Lot of wood patterns, benches, and sundries,	1000

Letter 14.

REVERE HOUSE, BOSTON, April 10th, 1854.

Mr. JOHN NORTH.

My dear Sir: I have just received yours of to-day, have not laid it before the company but will do so. Our annual meeting is at 10 o'clock A. M. on Thursday the 14th inst., and I think it would be best for either you or your brother to come here on Wednesday, and so be at the meeting, and also look a little at the printing and binding business, and also look at the paper folder. I may write requesting you to come, if so, we will pay your expenses of course. The 7½ P. M. train comes to Boston.

Very truly, yours,
S. T. BACON.

Letter 15.

REVERE HOUSE, BOSTON, April 11th, 1854.

Mr. JOHN NORTH.

Dear Sir: It is the desire of several of our company, that either you or your brother be here at our anual meeting at 10 o'clock on Thursday.

You had better leave on Wednesday night. Come to the Revere House. I think the company will prefer to have an agreement between both of you, and so cansel the former one. It might be well to have your agent here also.

Very truly, yours,
S. T. BACON.

Letter 16.

BOSTON, March 30th, 1855.

Mr. JOHN NORTH.

Dear Sir: I suppose you are engaged in making such alterations in the patterns as will be essential in the next machine, but that you will not get out the castings until after the anual meeting, which is to be on the 12th April, at the Revere House, at 1 o'clock P. M. The directors thought they would wait till then before commencing another machine. We did not close any negotiations in New York but hope to soon.

Confidential.—If Wilson & Co.'s bill is correct, and you would like

them paid, I would suggest that they draw on J. F. Leach, treasurer of the Am. B. & P. F. Co., at sight *at once* for the amount. Please not mention to Leach that I advised this course. As to the Bolt machine, I think well of it, but still do not think we shall feel like taking hold of it just at present.

Very truly yours,
S. T. BACON.

You had better write Mr. Leach, that Mr. Wilson was uneasy and did not wish to go on with the new patterns until the old bill was paid, if such is the case.

Do as you did the Mr. Collins's, about the insurance.

Letter 17.

(Confidential.)

Boston, April 7, 1855.

John North, Esq.,

My dear Sir: I am in receipt of yours, and am sorry you did not comprehend my note, and I have now telegraphed you to draw on J. F. Leach, treasurer Am. B. & P. F. Co., 26 School street, Boston, for two hundred dollars. Don't fail to put your draft in bank, Monday, and request them to send it to Boston, Monday, if possible.

You will make such disposal of the funds as you think most for the interest of the company, in payments of bills due.

Please not communicate to Mr. Leach that I have suggested this, but write him that you have been so often dunned, that you thought the good of the company demanded the payment of the bills at once, and you have accordingly draw on him at sight.

Request of him also a further remittance of two hundred dollars, at his earliest convenience. Don't write him as you did me, that Wilson & Co. don't need to be paid yet.

Very truly yours,
S. T. BACON.

Letter 18.

The Union Telegraph Company between New York, Providence, and Boston, connecting with the eastern and northern lines to Halifax, and southern and western lines. To the telegraphing public:

Please write plainly, answer quickly; pre-pay, use no figures except dates, they cost more; give name, street, and number of the party addressed, to insure prompt delivery; also, your own address under your signature; no charge for address and signature. The above is for your safety, as well as for our convenience.

H. M. SCHIEFFELIN,
President.
CHARLES F. WOOD,
Superintendent.

Office in Middletown, corner of Main and Court streets.

By telegraph, dated Boston, 7, 1854. Received, Middletown, April 7, 1854, 2 o'clock 35 min. P.M. To John North: Draw on Leach, treasurer, at sight forthwith, for two hundred. Say nothing.

S. S. BACON.

Letter 19.

(Private and confidential.)

BOSTON, March 17, 1857.

Mr. JOHN NORTH.

My dear Sir: I am informed that the Patent Office have decided the case of Chambers and Smith in Smith's favor, on priority, and furthermore, that he had abandoned his invention to the public.

This is *outrageous*, and I shall take immediate measures for an appeal.

I received this announcement by letter, this A. M., from Mr. Greenough. Please write me if you have the machine fixed on both sides yet. Hurry it up.

Very truly yours,

S. T. BACON.

Letter 20.

BOSTON, April 30, 1856.

JOHN NORTH, Esq., P. M.

My dear Sir: I duly received yours of the 17th inst., after a brief absence from the city. The patent did not at last issue so soon as I expected. I am having an assignment draw up for you to sign, conveying the entire patent, as per your agreement, to the A. M. B. & P. F. Co. You will please make out and send me a schedule of the bills due, May 1st. To-day is the last day for subscription to the stock of the company, and all have subscribed their proportion excepting Colten, Jarvis, Goodwin, Lambert, and Leach, save a few honorary stockholders, whose proportion I intend to pay. The consequence is, the property will at once be advertised for sale at auction.

I regret this, but don't see how it can be averted.

Yours,

S. T. BACON.

What are the prospects of the machine?

S. T. B.,
Treasurer.

Letter 21.

BOSTON, May 21, 1856.

JOHN NORTH, Esq.,

My dear Sir: There has been a wish expressed that should be here on the morning of the sale, and I have therefore to request that you come on.

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You had better, if you can well be ready to leave, come by the noon train of Monday next, but the 7½ o'clock P.M. train will get you here at midnight, on Monday.

If I am not at the depo on the arrival of the noon train, you had better come to Mr. Cooly's house, No. 27 Myrtle street.

Very truly yours,

S. T. BACON.

The expense will be borne by the company.

Letter 22.

BOSTON, May 24, 1856.

JOHN NORTH, Esq.,

My dear Sir: If you get this before you leave for Boston, on Monday, please bring your patent for folding machine with you, as it may be wanted for some purpose while you are here.

You had better leave on Monday P.M. for Boston.

Very truly yours,

S. T. BACON.

P. S. If Mr. N. has left for Boston, Mrs. North might send the patent by mail to him, care of S. T. Bacon, No. 9 Central street, Boston.

Letter 23.

BOSTON, February 21, 1857.

JOHN NORTH, Esq.,

My dear Sir: I did not go to Middletown, and so I sent that casting to Mr. Stroud, by express, and wrote him to-day to send you a casting at once to Florence Hotel, New York. He may not get the letter till Monday, and it may be you will not get the casting for three or four days. If it don't come soon, you better write him. I had not time to say anything to Greenough about the drying machine, but I should think you had better have him look to it, and for that purpose you had better give him a power of attorney. I was asked a question to-day in relation to it, which led me to think some one else might have some ideas. The question was whether you dried the sheet by any other way than by steam. I did not answer it.

He said he could dry them better than with steam. Write me when you have anything to say.

Yours,

S. T. B.

Letter 24.

BOSTON, February 23, 1857.

Mr. NORTH.

Dear Sir: I have written Mr. Greenough about the condition of the model as to the register pins. I thought this would perhaps be better than to write to Smith.

You had better see Greenough, if it is convenient, and if he has not gone, and so explain to him what alteration wants to be made, lest he should not entirely understand my letter. Call on him at once, between nine and four, as he is soon to leave.

If he has gone, please request his father to forward my letter to him, also a paper I sent to-day, alluding to the fire, if he has not already done so. If he has gone, you won't need to write him about the model, as I think he will get it right by my letter. But I do think I would let him look to your papers, so they may be as strong as possible. I don't see how the oversight in our model was made about the register pins.

Tpo. truly yours,
S. T. BACON.

Letter 25.

Boston, February 25, 1857.

Mr. North.

My dear Sir: I have a note from Mr. Greenough, by which I learn he has received your papers from Washington, for amendments. I wish you would leave this inclosed letter at Mr. G.'s, if he has not gone, and if he has gone, please get his address of his father, and forward it to him. I hope you will have a part of the machine in running order, as Mr. Dumsell *may* call in about eight or ten days. Had you not better attach the liquid cleansing fixture to your drying machine.

I would make it as complete as possible, for I have no doubt you will have competitiors. Mr. Moreland says he has a mode of pressing the sheets better than yours, and he says he will tell me what it is when he is informed whether you have any other mode than the one described. He also has a plan for drying, which he says costs more than yours. He has not moved for a patent, and says he don't intend to, but only has the ideas of a good machine, and says he will let us make use of them when we can say the right belongs to him, and that he will be moderate with us.

He thinks well of yours, but that his is more sure of success.

Yours,
S. T. BACON.

Letter 26.

Boston, April 15, 1857.

Mr. North.

Dear Sir: I wish you would call on Chas. M. Keller, near where I sent you on Chambers street, and say to him I wish my papers sent me by express; then you will write me what he says.

Then call on Greenough, and ask him to inform me how my case at the patent office stands, and if he has appealed it. Say to him that something must be done before next Monday, or we shall be too late to appeal.

I had expected ere this to have yours to Washington, but with all my endeavors, have not been able to get replies from either of the above gents. Don't mention Mr. Keller's name to Mr. G. Write me an early reply to both, also how you are progressing, also if you have used that check.

Very truly, &c.,
S. T. BACON.

Letter 27.

BOSTON, March 9, 1857.

Mr. NORTH.

My dear Sir: Yours of the 7th is received; I hope you will see to it that no delay arises in getting the work done as fast as you have it marked out. I like the idea of keeping the matter quiet till it is just right, without any mistake.

The annual trade sale commences in New York the last of this month, and publishers from all parts of the country attend it. We shall, doubtless, want to be able to make an exhibition then; so get things ahead. I have heard again from England. I was in time to oppose Chambers's patent there, and doubt not I shall succeed.

Don't you require more funds? Write often. I would not call yet on Mr. Nesbitt.

Most truly yours,
S. T. BACON.

Letter 28.

BOSTON, March 5, 1857.

Mr. NORTH.

My dear Sir: I wish you would write me, occasionally, how you are progressing, who calls on you, &c. George F. Nesbitt, of 169 Pearl street, has written me, inquiring about the machine. He is the maker of envelopes for the United States government; and he was the chairman of the American Institute, at last fair. I have replied that you are putting the machine up, and that when we get it into operation, one of us will let him know. I am in hopes of doing something with him. I would not name prices, if you see him. Make the machine a sure go off. No news yet from Washington. Can you inform me what you would like me to purchase, to replace the tools we had stolen. I have some money due me at a hardware store, and would like to trade it out.

Very truly yours,
S. T. BACON.

Letter 29.

BOSTON, June 12, 1857.

Mr. NORTH.

Dear Sir: I went, on Saturday, to Providence, and just now returned, and have your despatch. I can't yet say when I shall be at

Middletown; but would say that Thomas J. Hill, of Providence, has promised to go to see the machine, now at Stroud's; and he says he will reach Middletown on Thursday P.M. of this week, and will leave on the next day at 11½ for New York. He is to see it with the view of making them, if we can fix the terms. Please put the machine so it can be run, if you think best.

Hastily yours,
S. T. BACON.

Call at the hotel and see him Thursday evening. If you can, please request father to send letters, if any come to me, at Astor House, N. Y., all day to-morrow, Friday.

Letter 30.

NEW HAVEN, Jan. 22, 1857.

JOHN NORTH, Esq.

My dear Sir: The storm has prevented me from visiting you, but I think I shall be there on Saturday or Monday. I also think Mr. Hill, of Providence, will be there Monday evening. I have been looking about here a little, to-day, and I think the agent of the New Haven Manufacturing Company, will be there in a few days; also that Mr. Parmler, of the firm of Mix, Parmler & Co., of this place, will go up to-morrow or next day.

I hope you will have the machine running. You will explain to them that it is not entirely perfect, like the one at New York; that it was made hastily, and only to test the principal.

Call at McDonough House, Monday evening, to see Mr. Hill, and at father's to see me.

Very truly yours,
S. T. BACON.

Letter 31.

BOSTON, Jan. 14, 1857.

Mr. NORTH.

My dear Sir: I have, to-day, a note from Mr. Hill, of Providence, in which he says he is too unwell to leave home, for a few days; and suggests that he must see me at Middletown, on Monday evening next, and see machine on Tuesday morning.

Unless a different arrangement is made, therefore, you may look for us both at the McDonough House, at the above time. Mr. Hill is a large manufacturer, and he is now short of work. I think it best for you to have the machine in operation. Have the shop in order, too.

Very truly yours,
S. T. BACON.

Letter 32.

BOSTON, May 14, 1857.

Mr. NORTH.

My dear Sir: I have a letter from Mr. Gavit, by which I infer he

is following out this matter of a sale; and it is quite probable, he will take same parties in to see it work.

It is possible that I may not be there for a week yet. I trust you will give the machine your best attention.

Mr. Gavit thinks Mr. Root may not visit New York this week. Write me often.

Very truly yours,
S. T. BACON.

Letter 33.

BOSTON, May 21, 1857.

Mr. NORTH.

Dear Sir: I am now in possession of the patent so long contested. It came to me direct from the office. I now intend visiting New York, in a day or two; possibly not till Monday, for I may pass the Sabbath at home.

Hope to hear from you, in answer to my last, before I leave. I had another letter, to-day, from Mr. Gavit, and have answered it. He is of opinion that something can be done soon.

Very truly yours,
S. T. BACON.

Letter 34.

BOSTON, July 4, 1857.

JOHN NORTH, Esq.

My dear Sir: Yours is received. I have made an arrangement with Mr. Gavit, to meet him and Mr. Root at Middletown, to see the machine, on Thursday next, 9th. It is quite probable that I shall be there a day or two sooner.

I hope to find the machine, this time, all right; and also to see the shop in as good order as you can.

Please see too that the sheets are well pressed, so as to be smooth. It may be well to dampen them.

Very truly yours,
S. T. BACON,
9 Central St.

Letter 35.

MIDDLETOWN, July 18, 1857.

Dear Sir:

I forgot to hand you the inclosed, which Mr. Gavit handed me in New York. It is uncertain when I visit Providence; yet I may do so Tuesday; but I wish you to write me by first mail, at Boston, stating how long you shall remain in Providence, and also what your future intentions are with regard to our business, and whether you intend to fix the roller on the machine so it will work well; write quite soon.

Hastily yours,
S. T. BACON.

Letters produced in evidence by witness John North, and marked for identification, "Exhibit No. 2," and referred to as such.

[SEAL.] IRA H. TUTHILL,
Notary Public.

Letter 36.

(Copy.)

Monday P.M., May 26th, 1856.

Mr. JOHN NORTH.

Dear Sir: Learning you were to be in town this P.M., I am desirous of meeting you to-morrow morning, at 8½ o'clock, upon a matter of business.

Respectfully yours,
ANSON HARDY.

DORCHESTER, Wednesday morning, 5 o'clock,
May 28th, 1856.

Mr. NORTH.

I regret to have to disappoint you in the engagement for this morning, but illness in my family has prevented my writing out the contracts, and also prevents me from writing you at the appointed time.

I will communicate with you at Middletown.

Yours in haste,
ANSON HARDY.

Brown will take this down to the H. S. Hotel, and find Mr. North about the office waiting for me.

A. H.

Letter 38.

152 WASHINGTON STREET,
BOSTON, May 30th, 1856.

Mr. JOHN NORTH, Middletown, Conn.

Dear Sir: I must apologize for so long delaying sending you the form of agreement for us; but from sickness in my family, beside my own health being indifferent, must be my excuse.

I intended to have inclosed it in this, but I was unable to complete it, and must ask your further indulgence until next week, when I shall have it done.

You will please, in the meantime, and until otherwise ordered by me, continue on the work the same as heretofore. Hoping to have the pleasure of visiting you ere long,

I remain, respectfully yours,
ANSON HARDY.

Letter 39.

BOSTON, June 7th, 1856.

Mr. JOHN NORTH, Middletown, Conn.

Dear Sir: Inclosed is the agreement which I have been delayed in sending off, from extreme press of business, and part of the time

being unable to attend to it from indisposition of my family and self. You will please sign the two on the blank lines, and witnessed by some party, to your signature. Send me the one signed on the top line by you—you retaining the one with my signature at the top.

Respectfully yours,
ANSON HARDY.

Letter 40.

BOSTON, June 13th, 1856.

Mr. NORTH.

Dear Sir: Yours of the 10th came to hand to-day. Will you please return me the contract, and I will rewrite them again.

Yours truly,
ANSON HARDY.

Letters marked for identification, "Exhibit No. 3," and referred to as such.

[SEAL.] IRA H. TUTHILL,
Notary Public.

Agreement. 41.

(Cancelled.)

Memorandum of an agreement made at Boston, in the county of Suffolk, State of Massachusetts, this twenty-seventh day of May, 1856, by and between John North, of Middletown, county of Middlesex, State of Connecticut, on the first part, and Anson Hardy, of said Boston, on the second part, witnesseth, that whereas the said North alleges that he is the inventor and owner in his own right of a certain new and useful machine to fold paper, for which he has obtained a patent of the United States, the same bearing date April 15th 1856, and for the consideration of one dollar paid to the said North by the said Hardy, the receipt of which is hereby acknowledge, and of the agents of said Hardy hereinafter expressed, the said North has this day sold, assigned, and transferred to the said Hardy and his legal representatives, the entire right for, to, and in the said "invention patented in the United States; and said North agrees to execute on the request of said Hardy so to do, any and all papers or instruments in writing which said Hardy may desire to perfect and establish the title of said patent in his name. Said North further agrees to devote all his time, talent, and industry at the direction of said Hardy to the business of making book or paper-folding machines for such period of time as said Hardy may direct, at the compensation of eight hundred dollars per year, payable in equally quarterly payments; and also five per cent. of the net amount of all sales under or in pursuance of said patent, which compensation and percentage said Hardy hereby agrees to make to said North. Said North further agrees to hire such help as may be required to carry forward the experiments on the machines.

Signed this fifth day of June, year one thousand eight hundred and fifty-six.

JOHN NORTH,
ANSON HARDY.

Witness of Anson Hardy's signature,
MELYAR DUNBAR, Jr.

Marked for identification "Exhibit No. 4," and referred to as such.

IRA H. TUTHILL,
Notary Public.

Letter 42.

Whereas, John North has made application for a patent of a machine for folding books, and whereas D. Appleton & Co. are desirous of obtaining an interest therein, now this indenture witnesseth, viz.: D. Appleton & Co. are to pay the expenses of building a practical working machine for the purpose of more effectually testing the working of it, and all expenses of obtaining the patent. And upon the performance of this part of the contract, said D. Appleton & Co. are to become proprietors of one-half of said patent.

Signed in duplicate, New York, May 28th, 1858.

D. APPLETON & CO.,
JOHN NORTH.

Marked for identification, "Exhibit No. 5," and referred to as such.

[SEAL.] IRA H. TUTHILL,
Notary Public.

Letters Patent. 43.

Whereas, letters patent of the United States have been issued to me, John North, of Middletown, in the State of Connecticut, giving to me and my assigns the exclusive right as inventor of, in and to a new and improved paper-folding machine, for the granting of which letters the order was made by the commissioner of patents on or about the 20th day of July, 1858, and which letters were actually issued from the patent office on or about the 10th day of August, 1858, and bear date the 10th day of August, 1858. Now this indenture witnesseth that I, the said John North, in consideration of one dollar and other moneys to me in hand paid by William H. Appleton, John A. Appleton, Samuel F. Appleton, and Daniel S. Appleton, of the city of New York, publishers and booksellers, the receipt whereof is hereby acknowledged, have granted and sold, and do hereby assign, transfer, and set over to the said Appletons the said letters patent, and the full and exclusive right to the machine described therein, and in the specification thereto annexed, and

all other rights and privileges secured by the said letters patent to the full end of the term thereby granted. And also the full and exclusive right to any and all improvements in the said machine which I may hereafter make or invent; and also all right to a renewal or renewals of the said patent right. To have and to hold unto the said Appletons, their heirs and assigns, to their own use and behoof until the full end of the term granted, and of any and all renewals to be granted therefor.

In witness whereof, I have hereunto set my hand and seal, the twelfth day of August, in the year eighteen hundred and fifty-eight

JOHN NORTH, [L. S.]

In presence of
THOMAS A. ATKINS,
WM. M. PRICHARD.

Marked for identification, "Exhibit No. 6," and referred to as such.

[SEAL.] IRA H. TUTHILL,
Notary Public.

Letter of Assignment. 44.

Whereas I, John North, of Middletown, Conn., did, on the 12th day of August, 1858, execute and deliver to William H. Appleton, John A. Appleton, Samuel F. Appleton, and Daniel S. Appleton, of the city of New York, an instrument of assignment of certain letters patent for a new and improved paper-folding machine then lately invented by me, and the full and exclusive right to the machine described therein, as by the said assignment or the record thereof in the Patent Office, in Liber Vth, page 416 of transfers of patents, will more fully appear. And whereas, at the time of making said assignment, I supposed and believed that said letters patent had been issued to me and in my name, and had simply been taken from the Patent Office by one Steuben T. Bacon, but I have since found that said letters patent were issued to said Bacon himself upon some pretended assignment thereof to him, although said invention or machine was never in fact assigned to said Bacon; and the issuing of said letters to said Bacon was illegal and in violation of my rights. And whereas, by means of such illegal issuing, the subject assigned appears to be in one point erroneously described in the aforesaid assignment to said Appleton.

Now these presents are to show, and I do hereby declare, that the invention, machine, and exclusive right which were intended to be conveyed to said Appletons by said assignment are those described in the letters patent issued to Steuben T. Bacon as aforesaid, and dated the tenth day of August, 1858; and I do hereby ratify and confirm the said assignment to said Appletons and every part thereof.

In witness whereof, I have hereunto set my hand and seal the seventh day of July, in the year eighteen hundred and fifty-nine.

JOHN NORTH, [L. S.]

In presence of
DUNCAN SMITH,
W. M. PRICHARD.

The last word in the above paper when put into the case was written *eight*. On discovering the error, I wrote the word nine over it as above, in presence of Mr. North and with his assent.

This explanation is added during the examination, upon the matter being suggested by Mr. Bacon's counsel.

(Signed) W. M. PRICHARD.

I hereby certify the foregoing statement of W. M. Prichard to be correct in every particular, and that the same was indorsed upon the original in the presence of the parties and their counsel, and that the above is a true and correct copy thereof.

IRA H. TUTHILL,
Notary Public.

Letter 45.

32 SCHOOL STREET,
BOSTON, July 10th, 1858.

WM. MATTHEWS, Esq.

My dear Sir: I called to see you a few days since, and was sorry to have missed you. My folding machine is now finished, and I would like your advice as regards the matter of introducing it; whether it had better go to New York first or Boston. It strikes me that New York is the place; and then, where?

I have supposed you was expecting it from all that has been said and from the fact of our former pleasant intercourse; and then I have been told that you and the Messrs. Appleton have made business arrangements with Mr. John North, expecting that he would make a folding machine, in the patents for which you and the firm were to be interested. Will you be so kind as to write me upon this subject at your earliest convenience, and oblige, &c.,

Yours most truly,
S. T. BACON.

(Copy.)

NEW YORK, July 12th, 1858.

S. T. BACON, Esq.

Dear Sir: Yours of the 10th is received relative to folding machine.

The delay occasioned in its production, and the great expense of the previous machine, caused me to examine into the merits of Chambers and one projected by Mr. North, both of which I think practicable and of reasonable price.

Glad as I should be to have yours exhibited in my bindery, I think that as I have promised Mr. North room for his, it would be better to have you select another place. I hope this competition will be for the good of all, and tend to develope a perfect machine.

Yours, obedient,
WILLIAM MATTHEWS.

Marked for identification, "Exhibit No. 9," and referred to as such.

[SEAL.] IRA H. TUTHILL,
Notary Public.

Defendant's Deposition.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH. } No. 1461.

Gentlemen: Please to take notice, that Steuben T. Bacon, one of the defendants in the above-entitled cause, will proceed to take the testimony of D. E. Gavit, J. C. Burdick, A. Merriman, Henry W. Adams, and one of the firm of Reeve & Co., machinists, and others, to be used at the hearing of the above cause, at the office of Julius R. Pomeroy, notary public, No. 192 Broadway, New York city, on Tuesday, the 17th day of May, 1859, at 3 o'clock in the afternoon, when and where you are hereby notified to attend and cross-examine said witnesses, if you shall think fit; and please take further notice, that at this time, A. Merriman, one of said witnesses, is sick, and confined to his room, at No. 1 Waverly place, New York city, and, if rendered necessary, we reserve the right under this notice to take his testimony at his room.

W. B. WEBB,
Solicitor for defendant Bacon.

To JOHN M. MCCALLA and
JOS. H. BRADLEY, Esqs.,
Solicitors for Complainants, Washington, D. C.

Service acknowledged, ten days' notice waived, and copy left with me, May 11, 1859.

JOHN M. MCCALLA,
Solicitor for Complainants.

State of New York, City and County of New York, *ss.*

Depositions of Anson Merriman, Jared C. Burdick, and David E. Gavit, witnesses on the part of Steuben T. Bacon, one of the defendants in an action now pending in the Circuit Court of the District of Columbia, wherein D. Appleton and others are plaintiffs, and said

Steuben T. Bacon and John North are defendants; said depositions being taken before me, Julius R. Pomeroy, a notary public in and for the State of New York, duly appointed, commissioned, and sworn, on Tuesday, the 17th day of May, 1859, at 3 o'clock in the afternoon (such taking of depositions being duly adjourned to and continued on the 18th of May, 1859, as appears hereafter), at my office, No. 192 Broadway, in said city, pursuant to the foregoing agreement and notice; such depositions to be read in evidence on behalf of said defendant, Steuben T. Bacon, in the said action. Said witnesses, Anson Merriman and Daniel E. Gavit, were by me, before giving the evidence hereinafter contained, duly and solemnly sworn, and said Jared E. Burdick, likewise, was by me duly and solemnly affirmed to speak the truth, the whole truth, and nothing but the truth, in their answers to the interrogatories severally propounded to them, and to each of them.

JULIUS R. POMEROY,
Notary Public.

Anson Merriman, produced as a witness, and sworn.

1st Question. What is your name, age, residence, and occupation?

Answer. Anson Merriman; past 35 years of age; New York; and am a dentist.

2d Question. Do you know John North, defendant in this case, and when did you first know him?

Answer. I have been acquainted with him several years.

3d Question. Have you ever had any conversation with him as to any connection between himself and Mr. S. T. Bacon, in regard to a book and paper-folding machine; if so, about what time did it occur?

Answer. I have, in the years 1855 and 1856.

4th Question. Please state, as nearly as you can, the substance of what Mr. North stated to you in regard to such connection, and the nature of it?

Answer. At one time he stated to me that he was at work for the book-folding company, and that he was perfecting the machines for the company, and at a later period, that he was at work for Mr. Bacon the same as for the former company.

5th Question. Did Mr. North tell you whether there were any special articles of agreement between himself and Mr. Bacon at this later period?

Answer. He did not of the written agreement.

6th Question. Did he tell you how the terms of his arrangement with Mr. Bacon were fixed or ascertained, and if so, how was it?

Answer. Mr. North did not tell me the exact terms.

7th Question. Did Mr. North tell you whether he had had written articles with the company?

Answer. I could not say.

8th Question. Did Mr. North tell you whether there was any dif-

ference between the terms on which he was employed by the company and those on which he was afterwards employed by Mr. Bacon?

Answer. I think he did not.

9th Question. Did he ever tell you whether the conditions on which he was employed by the company were afterwards revived and applied to his employment with Mr. Bacon?

(Objected to by plaintiff's counsel as leading.)

Answer. I should say that he did. Yes, he did. It was in the year 1856 that Mr. North told me that he was at work for Mr. Bacon.

10th Question. Please explain what you mean by your answer to the 8th interrogatory, taken in connection with your answer to the 9th?

Answer. Well, in one sense, they might think it was rather conflicting. I do not see any conflict, for, in the first place, I meant to say that he did not tell me the exact agreement of the company with him.

Cross-examined by Mr. Pritchard for the Plaintiffs.

1st Question. How much time have you spent in studying over your answers to the 8th and 9th questions since you gave those answers?

Answer. Fifteen minutes, I presume.

2d Question. Are you in any manner related to the defendant Bacon, and if so, how?

Answer. I am his cousin.

3d cross-question. At what place or places did Mr. North tell you what you have stated that he told you?

Answer. At Middletown, Conn., at Mr. Strand's factory.

Direct examination resumed.

1st Question. Were the fifteen minutes you speak of spent by you in continuous study of your 8th and 9th answers, or was not that time spent partly in that way, and partly in discussion and conversation by and between counsel and the commissioner?

Answer. Partly in discussion.

A. MERREMAN.

Subscribed and sworn to before me, May 17th, 1859.

JULIUS R. POMEROY,
Notary Public.

Jared C. Burdick, affirmed. Witness produced by defendant, Bacon.

1st Question. What is your name, age, residence, and occupation?

Answer. Jared C. Burdick; age forty-four; Brooklyn, N. Y.; and am a manufacturer of coal oil.

2d Question. Do you know Mr. Bacon and Mr. North, defendants in this suit, and when and where did you first become acquainted with them?

Answer. I do know them, and I first saw them at the Crystal Palace, two years ago last winter, at the exhibition?

3d Question. Were they there for the exhibition of any machine, and what?

Answer. They were exhibiting a book-folding machine.

4th Question. Where did you next see the machine, after it left the exhibition?

Answer. It was in Appleton & Co.'s bindery in this city, in Franklin street, I think.

5th Question. Do you know of any improvements in or additions to the machine being made or invented by Mr. North, while the machine was at Appleton's?

Answer. I do.

6th Question. Did you ever have any conversation with Mr. North, in which he stated to whom such improvements or additions were to belong when completed, or anything to that effect, and if so, please state when and where such conversation took place, the occasion of your having such a conversation, and the substance of what Mr. North said on that subject, to the best of your recollection?

Answer. I had a conversation with Mr. North in the spring following the exhibition, at the time the machine was in Mr. Appleton's building. I had conversations with him a number of times, when I was there to see the machine. The occasion of my having such conversation was, that Mr. Bacon and I had had negotiations for an interest in the sale of machine and patent right, since the time I saw it at the exhibition, and I had procured the privilege of putting it up in Mr. Appleton's bindery at Mr. Bacon's request. As I was contemplating some arrangement with Mr. Bacon, I wanted to know what I was to have if I made any arrangement, and the conversation with Mr. North had for one object, to know whether Mr. Bacon had the right to convey or make a bargain of this kind.

The substance of what Mr. North said was, that Mr. Bacon had a right to make negotiations, and any arrangement made with him for sale of machine or patent right would be all right.

7th Question. Did he say anything at this conversation or any other, while the machine was at Appleton's, as to whether the improvements or additions then being made would, when completed, be his own or Mr. Bacon's; if so, what was the substance of what he said?

Answer. The substance of what he said was, that Mr. Bacon was paying him for the improvements he was making, I mean he was paying him a salary for his time; that Mr. North was at work for Mr. Bacon, making improvements on this machine.

8th Question. Do you remember introducing Mr. Bacon to any one connected with the Appletons, preparatory to the getting the machine into their bindery?

Answer. I recollect introducing Mr. Bacon to Mr. Matthews, who had charge of the business there.

9th Question. How did you introduce him?

Answer. I introduced him as the proprietor of the folding machine. (Answer objected to by plaintiff's counsel as not evidence.)

Witness Cross-examined by plaintiff's counsel.

1st cross-question. What was the particular object of the negotiation referred to between yourself and Mr. Bacon?

Answer. The particular object was to make money.

2d cross-question. What was the negotiation?

Answer. I did not say that I had made a negotiation; I was only contemplating one.

3d cross-question. Please then to answer now, whether you did not negotiate with Mr. Bacon respecting the machine referred to?

Answer. I did negotiate with him. We were in negotiation a long time, but *but* we did not consummate any bargain.

4th cross-question. What mode of making money did your negotiations relate to?

Answer. I don't know that I fully understand the question. (Commissioner having explained question, witness proceeds.) I contemplated manufacturing and selling machines, and also selling rights to others to manufacture and sell machines.

5th cross-question. Did you contemplate the forming a stock company for that purpose?

Answer. I don't think I did particularly. I probably did think of it, but not seriously.

6th cross-question. Did you contemplate associating yourself with Mr. Bacon for that purpose?

Answer. I think not.

7th cross-question. Why did you not consummate any bargain; what was the difficulty?

Answer. One leading cause was the length of time taken to make the alterations; that was the principal cause, the length of time. I abandoned it, and went into other business.

8th cross-question. What alterations do you refer to?

Answer. The alterations that Mr. North was *was* making on the machine.

9th cross-question. Please to specify what they were?

Answer. One of the alterations he was making was to obviate the sheets wrinkling when they passed through the last fold. I do not recollect the other alterations particularly; there were others mentioned, but I don't know that I can specify them.

10th cross-question. What was the "length of time" that prevented your bargain, as you stated above?

Answer. I don't know what length of time it took to make the alterations, as they were not perfected at the time I abandoned it. The reason why I don't know is, that Mr. North said that he could

not get his work done here satisfactorily to him; that it took a long time to get anything done, and that was imperfect, not satisfactory; consequently, they were going to remove the machine to Middletown, to the machine shop there; that is the last that I knew of it personally.

11th cross-question. At what time did you abandon the negotiation?

Answer. I couldn't specify definitely. To the best of my recollection, it was about the 1st of May, 1857.

12th cross-question. Is the wrinkling of the printed sheet in folding, a difficulty of much importance?

Answer. I should consider that it was.

13th cross-question. Should you consider a folding machine in which that defect existed to be a failure on that account?

Answer. No, I should not. Of course, it depends on the amount of wrinkling.

14th cross-question. Would the amount of wrinkling produced by the machine in question, as you saw it work, be sufficient to prevent it being practically useful until that defect should be cured?

Answer. If it could not be obviated, I think it would be practically useful as being an advance on folding by hand, as most of the wrinkles would probably be cut off in trimming the books.

JARED C. BURDICK.

Subscribed and affirmed before me, May 17th, 1859.

JULIUS R. POMEROY.
Notary Public.

Deposition of Daniel E. Gavit, a witness produced and sworn, here follows.

1st Question. What is your name, age, residence, and occupation?

Answer. Daniel E. Gavit; forty years of age next September; city of New York, and am a member of the firm Gavit & Co., 40 Park Row, engravers and printers.

2d Question. Have you ever been connected with the United States Magazine, and if so, in what capacity, and at what period?

Answer. I was editor of the United States Magazine in 1856.

3d Question. Are you acquainted with Mr. John North, one of the defendants in this suit, and if so, when did you first make his acquaintance?

Answer. I became acquainted with Mr. North some time in November in the year 1856, at the fair of the American Institute, at the Crystal Palace in New York. It was in October or November of that year, I think.

4th Question. What was the occasion of your becoming acquainted at that time?

Answer. As editor of the United States Magazine, I had been en-

gaged in writing a series of articles on manufactures and machinery generally. My attention was early called to a folding machine, which was on exhibition at that time, for folding books or paper. I watched while it was being put up, and finally I went up one afternoon when it was working, folding sheets for Putnam's Magazine I think. I then asked one of the employees, who was the proprietor of that machine, and he pointed out Mr. Bacon as such proprietor.

5th Question. Who had charge of the machine for the purpose of exhibiting it?

Answer. Mr. Bacon stood there inside the railing, and Mr. North had his sleeves rolled up, and was attending to the operatives there. Mr. Bacon was ordering it to be stopped and to go ahead, and Mr. North was carrying out his instructions, I thought.

6th Question. While the machine was so on exhibition, did you have any conversation with Mr. North, in regard to the nature or extent of his own connection with or interest in the machine; if so, please state briefly the substance of such conversation.

Answer. I had many interviews with Mr. North and conversations with him. When I spoke to Mr. North about his having invented a splendid machine, as I thought, I expressed a wish that he should receive an abundant remuneration for it, for I thought he was deserving of it; he said to me that his interest in it was not so large as it ought to be, that it was only three dollars a day, and that he had some writings with Mr. Bacon that he was to have a certain share besides in it, when it was successful.

7th Question. To what place was the machine removed after leaving the exhibition?

Answer. The first time I saw it afterwards was in Mr. Appleton's building, in what they called Mr. Appleton's bindery, in Franklin street, New York.

8th Question. How long was it there, so far as you know, and what was done with it while it was there?

Answer. When I saw it there first, it was in February or March, 1857. I am pretty certain it was there three months. The machine was there for exhibition and to be improved, to have additions made to it.

9th Question. What work, if any, was done by it while there?

Answer. Paper was folded with it. I saw it. Printed books in the sheet were folded with it.

10th Question. To what extent, so far as you know, was such work there done with it during that time, that is to say, how frequently, and to what amount?

Answer. Merely to demonstrate the capabilities of the machine. As often as I went there with any persons to show it, there were some sheets folded.

11th Question. While the machine was on exhibition at the Institute, did you see any folding work done by it, and how often, and to what extent?

Answer. I saw folding done on it there several times.

12th Question. What was the character of the working of the machine as to practical efficiency?

Answer. It did very good work. There were some minor defects in regard to register and wrinkling the sheets.

13th Question. Where did you next see this machine, and when?

Answer. I next saw it in Middletown, Conn., some time in June or July of that year, I think.

14th Question. Were you ever present at any interview between Mr. Bacon and Mr. North at Middletown, in which their connection with the machine and with each other was discussed?

Answer. Yes, sir.

15th Question. About what time was it?

Answer. It was in June, 1857. I am certain of the time.

16th Question. Please state as nearly as you can, the substance of what passed between Mr. Bacon and Mr. North at that interview. (Question withdrawn for present.)

17th Question. While this machine was at Appleton's, did you have any conversation with Mr. North, or were you present at any between him and Mr. Bacon, in which their relations as regarded the machine, or Mr. North's previous relations with the American Paper and Book Folding Company were discussed?

Answer. During that winter and spring all these matters were discussed between us.

18th Question. State as nearly as you can the substance of what was said between Mr. North and Mr. Bacon from time to time, going to show the terms on which they were at that time connected?

Answer. I can't answer the question in that way. I can't comprehend it.

19th Question. I mean the substance of what passed between them from time to time, in the winter of 1856 and 1857, and spring of 1857.

Answer. It was always admitted by Mr. North, that Mr. Bacon was the proprietor; that he, Mr. North, was working for Mr. Bacon in perfecting the machine. Both told me that Mr. Bacon had fitted up the shop in Middletown, bought the tools and everything, and paid all the men, Mr. North, as well as others that were employed there.

20th Question. Was there any written agreement between Mr. North and Mr. Bacon, or if not, how were the details of their connection settled?

Answer. I always understood that Mr. North had three dollars a day. Mr. North told me that the agreement was made with the old company, and he had adopted it, or they had, I am not certain which. It is my impression that Mr. North told me this.

21st Question. How strong is your impression that Mr. North told you what is mentioned in your last answer, and will you state whether

the contract with the company was adopted in whole or only in part, as stated by Mr. North.

Answer. The only thing was in regard to time, whether it was before or after this time. I met Mr. North at the Murray Hill House the night the Crystal Palace was burnt down. We then discussed the whole matter again, or had a long discussion on the matter, and that everything was reiterated that night, in regard to the contract, he complaining how small his interest was by those writings, and how much Mr. Bacon had taken the advantage of him. I think this answer will state the strength of my impression. I understand that he had adopted the whole contract, that is, that he acknowledged Mr. Bacon instead of the company.

Examination adjourned to 9 o'clock A. M. Wednesday, May 18th, 1859.

JULIUS R. POMEROY,
Notary Public.

Examination resumed, Wednesday, May 18th, 1859. Direct.

22d Question. When was the Crystal Palace burned down?

Answer. In the fall of 1858.

23d Question. At that time, was Mr. North still in Mr. Bacon's employ? (Objected to by plaintiff's counsel.)

Answer. I understood Mr. North that he was not.

24th Question. Do you remember a conversation between yourself and Mr. North previous to that time, at the Bible house in this city?

Answer. Yes, sir.

25th Question. Please state the substance of what was said by Mr. North in that conversation, if anything relative to his connection with Mr. Bacon, or interest in the paper-folding machine and invention?

Answer. Mr. North, myself, and Mr. Bacon had met at the Bible house, or went there in company. Mr. North previous to that had expressed some dissatisfaction. During the time we were there looking over the premises, machinery, &c., Mr. Bacon was endeavoring to learn the cause of Mr. North's dissatisfaction. Mr. North was distant and not communicative. We were there some hours. Mr. North did not desire to go on under that present arrangement. He finally concluded that he would. He said that he would go on and finish the improvements in the machine, which he was then at work at; that he would go down now and remove it from Mr. Appleton's bindery, to the shop in Middletown, Conn.

26th Question. Did he or Mr. Bacon say anything in that conversation, as to the absence of special writings between themselves, and if so, what?

Answer. Mr. North said in substance that he wanted special

writings. That was near the conclusion of our talk. We were in the yard.

27th Question. Did Mr. North say anything as to the old writings with the company, in connection with those that he wanted drawn between himself and Mr. Bacon, and if so, what? (Objected to by plaintiff's counsel as leading.)

Answer. My mind is not clear on that point.

28th Question. Do you recollect a conversation between yourself and Mr. North subsequently at Middletown, in which this subject of his connection with Mr. Bacon, or interest in the paper folding machine and invention was alluded to by Mr. North, and if so, will you state as nearly as you can remember, the substance or amount of what he said?

Answer. I do. Mr. North was still dissatisfied. He told me that he had other interests that he wanted to take hold of. He said that he had a sewing machine. I strongly urged him to continue with Mr Bacon. He gave me to understand that he did not want to contiue with Mr. Bacon. Finally, at the depot, when Mr. Bacon went on the car and left us on the platform, we parted, he again assuring me that he would go on and finish the machine. He had assured me of this before in New York.

29th Question. Do you remember anything done or said by Mr. William Matthews, of New York, at any time prior to Mr. North's leaving Mr. Bacon's employment, going to show whom he, Matthews, regarded as the proprietor of North's machine, and the improvements he was putting upon it. (Objected to by plaintiff's counsel.)

Answer. Yes.

30th Question. Please state what was so done, or the substance of what was so said.

Answer. I never had much conversation with Mr. Matthews at any time. I can't call to mind precisely the points from which my inferences were drawn.

31st Question. Please state whether at any time from Mr. North's first being employed by Mr. Bacon, he, Mr. North, told you whether or not he regarded the conditions or stipulations he formerly had with the American Book and Paper Folding Company, as in force between himself and Mr. Bacon. (Objected to as not defining the period inquired of, and as leading.)

Answer. I have already answered that question yesterday afternoon, when I stated that Mr. North said that his remuneration was too small, $3 per day and his prospective interest. (Question read again to witness.) I don't know. I don't remember at this moment. I don't remember which of them told me that first; they both of them told me so. I don't mean to say that I don't know, for I do know. I was conversant with the matters all the time. They both knew that I knew it.

32d Question. If there is any other statement of Mr. North, made

to you or in your hearing, bearing on the question of his relation to Mr. Bacon since the time he was first employed by him, will you please give it to us.

Answer. Mr. North made many statements to me. I think I have stated that Mr. North had told me that he was working for Mr. Bacon under the contract with the old company. Understand me that Mr. Bacon stood in the same position with him that the old company did. (Last part of the answer objected to, as not appearing to be a statement of Mr. North, nor responsive to question.)

33d Question. You say that Mr. Bacon stood in the same position with Mr. North that the old company did. How did you ascertain that?

Answer. Because they both told me so.

34th Question. Please state in what way or ways you remember to have seen the book sheet fed in the machine as it was at Appleton's.

Answer. The sheet was fed by being placed on a table and drawn in. I have also seen, for experiment, a sheet laid on the knife, or under the nippers, both at the Crystal Palace and at Mr. Appleton's, and afterwards at Middletown.

35th Question. How did the experiment of feeding with the sheet laid on the knife result as to success?

Answer. They were only small sheets, if I remember, and they went through just the same as in the other way.

36th Question. Please state the devices by which the last fold was accomplished, and generally how they operated in the machine as improved by North while at Appleton's.

Answer. While at Mr. Appleton's bindery, a small pair of reciprocating rollers, as I would call them, working in an arc of a circle, say a quarter of a circle, was added to one side of the machine for completing the fold and rolling out the sheet as folded; this had two motions, one up and the other down, in the arc of the circle. It was only put on one side of the machine there. Mr. North complained of the difficulty of getting the work done by mechanics in New York as he wanted it done. Mr. North told me, and Mr. Root, of Hartford, that he had conceived an idea of dispensing with the tables altogether. (Answer objected to by plaintiffs' counsel, as a volunteered statement.)

37th Question. What did he tell you was the idea, if any, which he had conceived for dispening with the feeding table?

Answer. He told me that he would dispense with that entirely, that it was all too bulky and unnecessary; that the sheet could be fed directly on the knife; and that, in fact, the whole machine could be lessened, and the space occupied with it economized.

38th Question. What, if any, was the connection between the reciprocating rollers of which you speak and the knife, or straight

edge over which the fold was made? I mean how did the co-operate or act together?

Answer. As the sheet was bent over the straight edge, the rollers came up and caught it and rolled it out. I remember the sheet coming out and the rollers wrinkling it some.

39th Question. How was the bending of the sheet over the straight edge accomplished?

Answer. I can't remember how that fact was accomplished. (The previous question, and answer, and last question being read to witness, he says (plaintiffs' counsel objects to reading, on ground that the question has been fully answered already). Before reading previous question, however, witness interposes and says, "I think I understand your question now. (The answer to last question (No. 39) was given by witness before the question was put to him by the commissioner.) Now questions 38 and 39 and answers being read to witness, he says, "The bending was accomplished by the rollers.

40th Question. How constant and how serious was the wrinkling of which you just spoke?

Answer. It was not a serious fault at all; it occurred occasionally.

41st Question. What change, if any, was there in the motion of the rollers as the advanced to the rollers, as they advanced to the knife, and as they removed from it?

Answer. The rollers were hung on the frame of the machine with little cogs; and of course, as they went up, they turned one way, and as they went back, they turned the other way.

42d Question. A 12mo. sheet being placed on this machine, as it was at Appleton's, would the inset be cut off while the sheet was passing through to be folded, or not?

Answer. Yes, sir, if it was laid on properly it would.

43d Question. Were the reciprocating rollers and the folding-knife hung on the same frame, or not?

Answer. They were both fastened to the frame of the machine.

44th Question. While the machine of which you have been speaking was at Appleton's, did North say anything to you about getting up a 12mo. machine embracing the improvements and additions referred to, and if so, what was it he said?

Answer. Mr. North told me that the Appletons wanted a machine for folding their Speller, which was printed on a 12mo. sheet; that he had conceived a plan for making one, and would make it, taking that machine and with the same design making it a 12mo. machine.

45th Question. For whose benefit or profit did he give you to understand such 12mo. machine would be if constructed?

Answer. Mr. Bacon's. I had never thought then of Mr. North's going with any one else than Mr. Bacon. (Question objected to by plaintiffs' counsel, on ground of no right to ask what Mr. North gave witness to understand.)

Cross-examination of Mr. Gavit by Mr. Pritchard, counsel for plaintiffs.

1st Cross-question. How many times did you go to Middletown with reference to the machine you have spoken of?

Answer. I disremember, once or twice.

2d Cross-question. Did you not go more than twice?

Answer. I think not, sir.

3d Cross-question. How many times have you been at Middletown on any business since you first saw that machine?

Answer. I never was in Middletown, Connecticut, more than twice in my life.

4th Cross-question. What was your inducement to go there at those times?

Answer. I made it my business to go there partly to see this machine, partly to get other business, and partly to see the country, quarries, &c.

5th Cross-question. What other business did you seek to obtain there?

Answer. As editor of the "United States Magazine" I was writing a series of articles on manufactures. I had or was then writing an elaborate article for Samuel Colt, of Hartford, Connecticut. While at Colt's, some one told me that there was a large pump manufactory at Middletown, Douglas's, I believe, and he thought they might want me to write an article; and I went to Middletown for the express purpose of making an arrangement to write that article, among other business; the other business was to solicit other business of same kind. I was going to the quarries for the same purpose.

6th Cross-question. Do you now refer to your first or second visit to Middletown?

Answer. I told you before that my mind was not clear, that I had been to Middletown once or twice; I refer to it generally.

7th Cross-question. Did you not go to Middletown by appointment with Mr. Bacon?

Answer. Yes, sir. I told him that I would be there at a certain time, and that I would meet him there. It strikes me that I have been there twice; once I rode down from Berlin with Mr. North, and once I went alone, I think so.

8th Cross-question. If you went to Middletown more than once, was it not on each occasion in pursuance of appointment with Mr. Bacon?

Answer. I am not sure I went twice; if I did, he knew I was to be there.

9th Cross-question. Had you negotiations with Mr. Bacon with reference to your taking an interest in the machine or invention?

Answer. Mr. Bacon and myself had a verbal understanding that if I accomplished certain results to make this invention lucrative, I

should have a certain interest for my services; what it was to be even was never named; it was left open.

10th Cross-question. Has that arrangement ever been terminated?

Answer. Of course it was. I was not able to accomplish it; the machine was not in a condition for me to accomplish it.

11th Cross-question. In what respects was it not in such condition?

Answer. It did not manipulate as perfectly as was desired. It was faulty in register, and occasionally wrinkled; it was large and bulky, and wanted to be reduced in size.

12th Cross-question. If your arrangement with Bacon is not still subsisting, please state how and when it was terminated.

Answer. It died a natural death; I can't tell you when. It died out, I know. I cannot tell you more particularly as to time. We had only a verbal agreement about the first time I saw Mr. Bacon: in the course of the first few months I was to form a company. I could on certain eminent men in this city who were acquainted with the business; I called on Col. Richard M. Hoe, on Mr. Alvord, and many others of that class, men that would be likely to use or build such a thing, or to know its value. From the interviews I had with those parties, I found that it would be impossible for me to succeed in forming a company, and I gave up the undertaking, and told Mr. Bacon so. I can't give the time more particularly; it was about two years ago that I made those efforts; that was the only time Mr. Bacon ever promised me any remuneration, and that was abandoned about two years ago, I think.

13th Cross-question. When and where did you last see the machine you have spoken of?

Answer. At Hartford, Connecticut, in the establishment of Col. Samuel Colt, in the machine-shop in his armory, within a year, not less than six months ago; I think it would be nearer to say about a year ago.

14th Cross-question. Was it in operation, or how otherwise?

Answer. It was standing there, not in operation; I saw it there three times within two weeks.

15th Cross-question. Was any work being done to it?

Answer. Not that I saw. It was not in a situation to have anything done to it; it was covered with dust.

D. E. GAVIT.

Subscribed and sworn to, before me, May 18th, 1859.

JULIUS R. POMEROY,
Notary Public.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH. } No. 1461.

Certificate to testimony taken in the above-entitled action.

State of New York, City and County of New York, *ss.*

Be it remembered, and I, Julius R. Pomeroy, a notary public in and for the State of New York, duly authorized, commissioned, and sworn, residing in the city of Brooklyn, N. Y., do hereby certify that Anson Merriman and Daniel E. Gavit were by me severally sworn, and that Jared C. Burdick was by me affirmed, to testify the truth, the whole truth, and nothing but the truth; and that the depositions of them, respectively subscribed as above set forth, were reduced to writing by myself, the questions on the direct examination on the part of the defendant, Steuben T. Bacon, being severally propounded by Causten Browne, Esq., who appeared and acted as counsel for said defendant Bacon, and the questions on the cross-examination on the part of plaintiffs (D. Appleton & Co.) being severally propounded by Mr. Pitchard, who appeared and acted as counsel for said plaintiffs, in the presence of the witnesses repectively; and were respectively subscribed by the said witnesses in my presence; and were taken at the time and place in the prefixed notice specified, there being one adjournment, as noted in the deposition of Daniel E. Gavit, from the 17th of May to 9 o'clock, A.M., of the 18th May, and continued on said 18th May until the close of the deposition of said Gavit; and that I am not counsel, attorney, or relative of either party, or otherwise interested in the event of this action.

In testimony whereof, I have hereunto set my hand and notarial seal of office, this 18th day of May, in the year 1859.

[SEAL.]

JULIUS R. POMEROY,
Notary Public.

State of New York, County of Kings, *ss.*

I, Charles W. Thomas, clerk of the county of Kings, do hereby certify that Julius R. Pomery, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof and acknowledgment, a notary public of the State of New York, dwelling in said county, commissioned and sworn; and further, that I am well acquainted with the handwriting of such notary, and verily believe the signature to said certificate is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county, this 20th day of May, 1859.

[SEAL.]

C. W. THOMAS,
Clerk.

Fees charged by notary for taking foregoing deposition in all $15 00. Received payment from Steuben T. Bacon, New York, May 18th, 1859.

JULIUS R. POMEROY,
Notary Public.

Deposition of witnesses taken at Middletown, in the county of Middlesex, and State of Connecticut, on the eleventh day of July, A.D. 1859, at 3 o'clock in the afternoon, in pursuance of the inclosed notice, to be used in evidence in a certain suit now pending in the Circuit Court of the United States, District of Columbia, and on the plaintiffs' side thereof, wherein D. Appleton & Co. are plaintiffs and Steuben T. Bacon and John North are defendants, before me, within my jurisdiction, this the day and year aforesaid:

Deposition of Ira N. Johnson.

Ira N. Johnson, of the town of Middletown aforesaid, aged forty years and upwards, being produced, sworn, and examined, on behalf of the plaintiffs, in answer to the interrogatories of the plaintiffs, deposeth and answereth as follows:

Question 1st. State your name, age, place of residence, and occupation?

Answer. My name is Ira N. Johnson, my age is forty-three, I reside in Middlefield, in the town of Middletown, am a manufacturer of saws, saw-frames, animal traps, &c.

Question 2d. Do you know Mr. John North, one of these respondents? and if so, how long have you known him?

Answer. I have known him for over thirty years, intimately for the last fourteen.

Question 3d. Can you state where and with whom he resided in the early part of the year 1858?

Answer. He boarded with me, in my family.

Question 4th. Do you know anything concerning a book-folding machine claimed to have been invented by Mr. North about that time, or of any drawings or plans of the machine? if so, state that knowledge, and how it was obtained?

Answer. I do know something concerning the machine or drawings. I saw him repeatedly at the Pistol Factory in Middlefield, making a drawing, and asked him what it was for. He answered that it was a drawing for a book-folding machine. I afterwards saw the model

of the machine. This work was done in the evening, and at all hours. He was employed in the daytime by Pedrick & Co.

IRA N. JOHNSON.

Deposition of Moses J. Hubbard.

Moses J. Hubbard, of said town of Middletown, aged twenty-eight years and upwards, being produced, sworn, and examined, on behalf of the plaintiffs, in answer to the interrogatories of the plaintiffs, deposeth and answereth as follows:

Question 1st. State your name, age, and place of residence, also occupation?

Answer. My name is Moses J. Hubbard, am twenty-nine years of age; I reside in Middletown, Connecticut, and am a machinist.

Question 2d. Are you acquainted with Mr. John North, of Middletown, one of these respondents? and if so, how long have you known him?

Answer. I am acquainted with him. Have known him for about six years, as near as I can recollect.

Question 3d. Do you know anything concerning a book-folding machine claimed to have been invented by Mr. North, on or about the year 1858? and if so, state your first knowledge of it, when it commenced, and under what circumstances that knowledge was obtained?

Answer. I do. My first knowledge of it was in the spring of fifty-eight. In the month of February, I think, Mr. North called on me, and informed me that he had got a new plan for a book-folding machine, and wished me to make the drawings from sketches he showed me. I made the drawings and also a working model. He explained the sketches to me, and from his explanations I made the drawings and model. I do not think of anything else now.

Question 4th. State about what time that model was finished?

Answer. I should think it was some time in the last of May, 1858.

Question 5th. By whom was Mr. North employed at this time? What was his employment, and where was the model built?

Answer. All that I know is that he was at work at sewing-machines; I do not know for whom. He was at work at Middlefield, in the west part of Middletown. What was done by power on the model was done at Mr. Stroud's factory, in the city of Middletown, by myself; the remainder was done in my shop by myself, at Southfarms, in the south part of the town of Middletown.

And in answer to cross-interrogatories, proposed on behalf of the defendant Bacon, as follows:

Question 1st. Did you, after the construction of this model, assist

in constructing a machine on a similar plan? and if so, when and where?

Answer. I constructed a machine in Hartford, at the Messrs. Lincoln's machine shop, similar to the model.

Question 2d. Was that machine entirely finished at the Messrs. Lincoln's shop?

Answer. I did all the work on it that Mr. North laid out for me at that shop.

Question 3d. Did you do any work on it afterwards?

Answer. I did.

Question 4th. Do you know why all the work on it was not done at the Messrs. Lincoln's shop?

Answer. I think Mr. North wanted to take it to New York to experiment on before it was finished.

Question 5th. Was that the only reason?

Another reason was, I wanted to get home in the middle of the week. These are the only reasons that I know.

Question 6th. Do you not know that the Messrs. Lincoln gave up work on it in their shop in consequence of a notice or warning from Mr. Bacon or some one in his behalf?

Answer. I do not.

Question 7th. Do you not know they were so notified or warned?

(Objected to by counsel of the plaintiffs, so far as it calls for the contents of any written paper.)

Answer. I might have heard some such thing talked of about the shop, but do not know it to be a fact.

(Answer objected to by counsel of the plaintiffs.)

Question 8th. Did you ever converse with North on the subject of the Messrs. Lincoln having been so notified?

Answer. I might possibly, but can't not swear positively to it. I can't recollect everything; it has been now over a year.

Question 9th. Do you think you did so converse with him?

Answer. I think it might have been so, but cannot swear positively.

Question 10th. By whom were you employed while at work on the machine which was partly constructed at Lincoln's?

Answer. I was employed by the Lincoln's, through North, by his request.

Question 11th. Where was the work done which you did on that machine after the Lincoln stopped work on it?

Answer. The work that I did on it was for Mr. North at Mr. Stroud's factory in this place.

Question 12th. Did you do any work on it for Mr. North at the Lincoln's shop after they ceased the construction of the machine, and before it was taken to Middletown?

Answer. I did not.

Question 13th. Did Mr. North pay you for any work done by you on the machine at Lincoln's?

Answer. He did not.

MOSES J. HUBBARD.

The State of Connecticut, County of Middlesex, *ss*.

Be it known that I, Waldo P. Vinal, justice of the peace in and for the county of Middlesex, and State of Connecticut, do hereby certify that the above named Ira N. Johnson and Moses J. Hubbard, were by me first respectively duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing depositions by them respectively subscribed were reduced to writing by me, and were taken at the time and place specified in the inclosed notice.

In testimony whereof I have hereunto set my hand this 11th day of July, A.D. 1859.

WALDO J. VINAL,
Justice of the Peace.

State of Connecticut, County of Middlesex, *ss*. Middletown.

I, Wm. W. McFarland, clerk of the Superior Court in and for said Middlesex County (the same being a court of record), do hereby certify that Waldo J. Vinal, Esq., whose signature, known by me to be his genuine handwriting, is affixed to the foregoing certificate, is, and since the fourth day of July, A.D. 1859, has been a justice of the peace in and for said Middlesex county, duly elected and qualified, as by the proper return and certificate on file in my office; and as such justice of the peace, he is by law authorized to administer oaths and take acknowledgment of deeds.

In testimony whereof, I have hereto set my hand and affixed the seal of said Superior Court at Middletown, in said county, [SEAL.] this 27th day of Aug., A.D. 1859.

WM. W. McFARLAND,
Clerk.

Circuit Court of the United States, District of Columbia. In Equity.

D. APPLETON & CO.
v.
STEUBEN T. BACON and JOHN NORTH. } No. 1461.

Sir: Please to take notice that the complainants in the above cause will proceed to take the testimony of Stephen Fitch, E. H. Leland, Moses J. Hubbard, Ira N. Johnson, Josiah F. Goodwin, John North, and others, to be used as evidence therein, at the office and before Waldo P. Vinal, justice of the peace, in Middletown, Con-

necticut, on the 11th day of July, 1859, at 3 o'clock in the afternoon, when and where you are hereby notified to attend and cross-examine if you think proper.

JOS. H. BRADLEY, and
JNO. M. McCALLA,
Solicitors for Complainant.

To W. B. WEBB, Esq.,
Solicitor for S. T. Bacon.

Service acknowledged and copy left with me, June 23d, 1859.
W. B. WEBB,
Solicitor for Defendant, Bacon.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH. } No. 1461.

Gentlemen: Please to take notice that Steuben T. Bacon, one of the defendants in the above entitled cause, will proceed to take the testimony of E. K. Root, H. A. G. Pomeroy, James D. Smith, George S. Lincoln, and others, to be used at the hearing of the said cause, at the office of John Hooker, a justice of the peace at Hartford, Connecticut, on Friday, the 20th of May, 1857, at 3 o'clock in the afternoon, when and where you are hereby notified to attend and cross-examine if you shall think fit.

W. B. WEBB,
Solicitor for Defendant, Bacon.

To JNO. M. McCALLA and
JOS. H. BRADLEY, Esqs.,
Solicitors for Complainants.

Deposition of Elisha K. Root.

DANIEL S. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH.

Depositions taken to be used at the hearing of the above entitled cause, now depending in the Circuit Court of the District of Columbia, before me, John Hooker, a notary public, in and for the county of Hartford, in the State of Connecticut.

Elisha K. Root, a witness produced by the defendant, Steuben T. Bacon, of lawful age, having been first duly sworn says, being first interrogated by Consten Browne, Esq., counsel for said S. T. Bacon.

Question 1st. What is your name, age, residence, and occupation?

Answer. Elisha K. Root, Hartford, aged 51, mechanical engineer.

Question 2d. Where are you employed at the present time, and in what capacity?

Answer. I am employed by the Colt's Patent Fire-arms Manufactory Company, in the capacity of consulting engineer.

Question 3d. Do you know anything of a machine for folding books and papers invented, or said to be invented by Mr. John North? and if so, state where you first saw it.

Answer. I do; I first saw it in New York city at Appleton & Co.'s manufactory.

Question 4th. Did you see it there more than once, and if so, how often?

Answer. I think I saw it there twice.

Question 5th. When did you see it there?

Ans. I think the first time was in May, 1857, and the next time I think was in July following; I cannot be positive as to dates, as I have nothing before me.

Question 6th. Did you at your said visits observe the machine so as to understand its operation?

Answer. Yes.

Question 7th. How was the sheet fed to the machine to be folded?

Answer. It was fed on to register-pins ~~on each end of~~

Question 8th. If the machine was capable of having a sheet fed in any other manner, please state how?

Answer. The sheet might have been fed directly on to the knife.

Question 9th. What were the devices by which the last fold was accomplished, and how did they operate?

Answer. The last fold was accomplished by means of rolls; they operated in an arc of a circle to fold the sheet over the knife, and also to convey it through the rolls and out of the machine.

Question 10th. What movements, if any, had these rolls?

Answer. Their movement was through the arc of a circle, having a rotating motion on their own centres.

Question 11th. How were the rollers and the folding knife hung in the machine with reference to each other?

Answer. The rolls were geared together, hanging a frame, and connected; the rolls were hung on a frame having its support in the frame of the machine.

Question 12th. Was the folding-knife hung in the same or in a different frame from that in which the rollers were hung?

Answer. All supported in the same framework.

Question 13th. A 12mo. sheet being placed in this machine, as you saw it at Appletons', what would become of the inset as the sheet passed through to be folded?

Answer. It would be cut from the sheet and pass through the folding.

necticut, on the 11th day of July, 1859, at 3 o'clock in the afternoon, when and where you are hereby notified to attend and cross-examine if you think proper.

JOS. H. BRADLEY, and
JNO. M. McCALLA,
Solicitors for Complainant.

To W. B. WEBB, Esq.,
Solicitor for S. T. Bacon.

Service acknowledged and copy left with me, June 23d, 1859.
W. B. WEBB,
Solicitor for Defendant, Bacon.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH. } No. 1461.

Gentlemen: Please to take notice that Steuben T. Bacon, one of the defendants in the above entitled cause, will proceed to take the testimony of E. K. Root, H. A. G. Pomeroy, James D. Smith, George S. Lincoln, and others, to be used at the hearing of the said cause, at the office of John Hooker, a justice of the peace at Hartford, Connecticut, on Friday, the 20th of May, 1857, at 3 o'clock in the afternoon, when and where you are hereby notified to attend and cross-examine if you shall think fit.

W. B. WEBB,
Solicitor for Defendant, Bacon.

To JNO. M. McCALLA and
JOS. H. BRADLEY, Esqs.,
Solicitors for Complainants.

Deposition of Elisha K. Root.

DANIEL S. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH.

Depositions taken to be used at the hearing of the above entitled cause, now depending in the Circuit Court of the District of Columbia, before me, John Hooker, a notary public, in and for the county of Hartford, in the State of Connecticut.

Elisha K. Root, a witness produced by the defendant, Steuben T. Bacon, of lawful age, having been first duly sworn says, being first interrogated by Consten Browne, Esq., counsel for said S. T. Bacon.

Question 1st. What is your name, age, residence, and occupation?

Answer. Elisha K. Root, Hartford, aged 51, mechanical engineer.

Question 2d. Where are you employed at the present time, and in what capacity?

Answer. I am employed by the Colt's Patent Fire-arms Manufactory Company, in the capacity of consulting engineer.

Question 3d. Do you know anything of a machine for folding books and papers invented, or said to be invented by Mr. John North? and if so, state where you first saw it.

Answer. I do; I first saw it in New York city at Appleton & Co.'s manufactory.

Question 4th. Did you see it there more than once, and if so, how often?

Answer. I think I saw it there twice.

Question 5th. When did you see it there?

Ans. I think the first time was in May, 1857, and the next time I think was in July following; I cannot be positive as to dates, as I have nothing before me.

Question 6th. Did you at your said visits observe the machine so as to understand its operation?

Answer. Yes.

Question 7th. How was the sheet fed to the machine in order to be folded?

Answer. It was fed on to register-pins ~~on each end of~~ the machine.

Question 8th. If the machine was capable of having a sheet fed in any other manner, please state how?

Answer. The sheet might have been fed directly on to the knife.

Question 9th. What were the devices by which the last fold was accomplished, and how did they operate?

Answer. The last fold was accomplished by means of rolls; they operated in an arc of a circle to fold the sheet over the knife, and also to convey it through the rolls and out of the machine.

Question 10th. What movements, if any, had these rolls?

Answer. Their movement was through the arc of a circle, having a rotating motion on their own centres.

Question 11th. How were the rollers and the folding knife hung in the machine with reference to each other?

Answer. The rolls were geared together, hanging a frame, and connected; the rolls were hung on a frame having its support in the frame of the machine.

Question 12th. Was the folding-knife hung in the same or in a different frame from that in which the rollers were hung?

Answer. All supported in the same framework.

Question 13th. A 12mo. sheet being placed in this machine, as you saw it at Appletons', what would become of the inset as the sheet passed through to be folded?

Answer. It would be cut from the sheet and pass through the folding.

Cross-examined by S. L. Warner, Esq., attorney for the Petitioner.

Question 1st. Where is the machine now that was at Appleton's bindery in the spring of 1857?

Answer. It is in Colt's armory, in Hartford.

Question 2d. Is it in your care?

Answer. No, sir.

Question 3d. Has it ever been?

Answer. No, sir.

Question 4th. Do you know the occasion of its being taken there, and if so, state how it came there?

Answer. It was taken there as a matter of reference in building another machine.

Question 5th. Who was building the other machine?

(Question objected by attorney for defendants.)

Answer. I cannot answer that question as it is.

Question 6th. Who was at work upon that mnchine?

(Question objected to by defendant's counsel.)

Answer. I wish to inquire which machine the question refers to.

Question 7th. I mean the machine that was being built at Colt's that you have spoken of.

(Objected to by defendant's counsel.)

Answer. There was no machine being built at that time.

Question 8th. When you use the expression "at that time," what do you mean?

Answer. I mean at the time that Mr. Bacon's machine was removed to the armory.

Question 9th. Do you mean any other time?

Answer. No.

Question 10th. Was there ever a machine of this character, a folding machine, built at Colt's armory for Mr. Bacon?

Answer. I do not understand the meaning of "of this character;" there has been a folding machine built there.

Question 11th. Who had the superintendence of the building of it?

Answer. I had.

Question 12th. Had you any interest in the machine built at Colt's armory, and if so, what was the interest?

Answer. I had no direct interest.

Question 13th. Had you any prospective interest in case the machine succeeded?

Answer. No.

Question 14th. When you use the term "direct interest," what do you mean, that you had no interest at all?

Answer. Yes.

Question 15th. Have you at any time been in the employ of Mr. Bacon, the defendant, on this machine?

Answer. I was employed by Mr. Bacon to make the plans and superintend the building of the machines.

Question 16th. Did your pay, or remuneration, to any extent depend upon the successful completion of the machine?

Answer. No.

Question 17th. Was your contract in writing?

Answer. Yes.

Question 18th. Can you produce it?

Answer. Yes; it is not here.

Question 19th. Where was the machine placed in Colt's factory taken from, New York or Middletown?

Answer. I believe it was taken from Middletown.

Question 20th. Can you be positive upon that point?

Answer. I saw the same machine at Middletown. I suppose it was the same, and believe it to be the same.

Question 21st. Have there been any alterations, or improvements upon, or changes in the machine taken from Middletown, since it was first at the armory; and if so, what are they?

Answer. There has been no change.

Question 22d. Was this machine adapted to the folding of octavo or 12mo. sheets?

Answer. Octavo.

Question 23d. By placing a 12mo. sheet on the register-point of the feed-table, and carrying it from thence on the carriage to the folding apparatus, would it or could it be folded as a 12mo. fold?

Answer. No.

Question 24th. By placing a 12mo. sheet on the knife, in any way you might wish, or if which the machine was capable, would it cut off the inset, and fold the 12mo. sheet complete?

Answer. I think the sheet can be placed directly upon the knife, and the inset cut off, and all the sheet except the inset folded in octavo form.

Question 25th. In that operation, would the inset be cut off before or after folding, or while being folded?

Answer. Before folding.

Question 26th. How would it be cut off?

Answer. It would be cut by the same device that is used for the octavo folding.

Question 27th. Please describe it mechanically, as far as you can.

Answer. The sheet is cut by passing between a circular shear and a flat, straight blade.

Question 28th. The sheet being placed on the movable carriage, on being carried to the folding apparatus to be folded, does not the sheet pass under a rolling cutter which rides on the straight-edge under the sheet?

Answer. It does.

Question 29th. Were not the rolls, as geared, hung on the same

shaft and operated by the same connecting link as the nippers were before their removal?

Answer. I don't know.

Question 30th. For what purpose, in your judgment, were the rolls put on? (Question objected to by defendant's counsel.)

Answer. They were put on for the purpose of forming the last fold, and conveying the sheet out of the machine.

Question 31st. Did they produce that effect successfully?

Answer. They produced that effect.

Question 32d. Successfully?

Answer. I cannot tell.

Question 33d. Did these rolls perform any other office?

Answer. I know of no effect except what I have stated.

Question 34th. As an expert in mechanics, will you state if they were capable of performing any other functions than those named?

Answer. I do not know of but one other effect—that was to crimp the paper.

Question 35th. Did these rolls cause the sheet to wrinkle while passing through them?

Answer. I believe that was the effect to some extent on the sheets folded.

Question 36th. Is it your opinion that the motion of the rolls was produced by the same connecting link, or a similar one, as that of the nippers, which was removed? (Objected to by defendant's counsel.)

Answer. My impression is that it was produced by a similar device.

Question 37th. Were they identical?

Answer. I don't know.

Question 38th. What is your impression upon that point?

Answer. I have no impression about it beyond what I have above stated.

Question 39th. When did you last see this machine?

Answer. To-day.

Question 40th. In company with whom?

Answer. Mr. Bacon, Mr. Browne, his counsel Mr. Richards (Charles B.), Mr. Smith, H. A. G. Pomeroy, John Jarvis. I don't think of any others.

Question 41st. Did you examine the machine for the purpose of refreshing your recollection for this examination?

Answer. Yes.

Question 42d. Did you see the machine at any time with nippers on it, for the last fold?

Answer. I believe that I did not.

Question 43d. When you saw the machine in New York, were not the rolls on one side and the nippers on the other, or opposite side?

Answer. I do not remember of seeing the nippers on the machine. I think I remember Mr. North's showing me the change he made, and I think I saw the nippers, but not on the machine.

Question 44th. If the nippers were readjusted, would the fold be produced over the same knife, as it now is by the rolls?

Answer. I cannot answer that question, for the reason that I do not know how they were arranged in the first place.

Question 45th. If the nippers were applied in the place of the rolls, would the fold not necessarily be made over the same knife as it now is?

Answer. If nippers were substituted for rolls, the fold would be made over the same knife. I wish to say "could" instead of "would."

Question 46th. Could it be made at any other place?

Answer. It could not be, without involving the neccessity of further machinism.

Question 47th. Have you seen the patent which is now the subject of dispute between these parties?

Answer. Yes. I understand you to mean the letters patent.

Question 48th. In the machines built under your superintendence, or machines, did you apply any rolls to produce the fold?

Answer. I did not.

Direct examination resumed by Mr. Browne, counsel for defendant.

Question 14th. What change would be required, if any would be required, in the principle of the machine brought from Middletown to the Armory, in order to make it fold a 12mo. sheet completely, including the cutting off and the folding of the inset?

Answer. My opinion is that it would not involve a change in the principle.

Question 15th. What is the crimping of the paper spoken of in your answer to the 34th interrogatory?

Answer. A wrinkling in the folds.

Question 16th. Of the sheets you have seen folded on that machine, what proportion were crimped or wrinkled, and to what amount?

Answer. My impression is that about one-half were wrinkled, more or less—pretty much all on one side of the machine. So much so as to be objectionable.

Question 17th. To what extent, if at all, would you consider the amount of wrinkling that you observed, as affecting of itself the practical value of the machine?

(Objected to by petitioner's counsel.)

Answer. I should say that it would prevent its use on all good book-work.

Question 18th. Why would the rollers tend to wrinkle the sheet? What is the difficulty?

Answer. I have had no experience with the rolls, and do not feel competent to answer that question.

Question 19th. When you saw the machine in Middletown, did Mr. North tell you where it had come from?

Answer. I do not remember that he did.

Question 20th. How many folding-machines did you see or hear of at Middletown at that time?

Answer. I saw two, I think.

Question 21st. Do you know from Mr. North how many folding-machines were ever made by him?

Answer. I do not.

Cross-examination resumed by Mr. Warner, counsel for Petitioners.

Question 49th. Do you mean, in your answer to the 14th direct interrogatory, to say that it would not involve a substantial change in the mechanism of the machine.

Answer. I do not mean that it would not involve a change in the mechanism of the machine?

Question 50th. Is that all the answer that you can give to the question?

Answer. I think that is all.

Question 51st. If the change which you suppose is necessary to be made to produce that result was made, would it not make the machine more complex?

Answer. I think not necessarily so.

Question 52d. Will you state now if it could be done without making it so? (Question withdrawn before answered.)

Question 53d. In making this change, would you fold the whole sheet as printed, called the double-twelve, or one-half of the sheet, called the single-twelve or 12mo., at the same time?

Answer. I think I should want to look further into the subject before I decided the precise mechanism necessary for performing that work.

Question 54th. Can you give any further answer?

Answer. Nothing different from the one first given.

Question 55th. In folding the whole sheet or the double-twelve, as printed, how many times would the sheet have to be cut before it was folded?

Answer. I may not understand the terms, but the sheet, I suppose, would have to be cut three times.

Question 56th. Can any other than a whole sheet be fed upon the register or feed-table, as the machine is now constructed?

Answer. The machine is intended for none other than a whole sheet.

Question 57th. Is there any other than one cutting-roller for one sheet, and would that cut the sheet three times in two, and the inset of the 12mo. at the same time?

Answer. There are two cutting-rolls on the machine, and with the present arrangement each one cuts its sheet, and there is no provision for any further cuttings than those.

Direct examination resumed by Mr. Browne, counsel for Defendant.

Question 22d. When you say the machine is intended for none other than a whole sheet, do you mean a whole 12mo. sheet, or a double-twelve uncut sheet?

Answer. I mean that the machine, as it now is, is intended for a double octavo sheet, as I understand that term. And further deponent saith not.

ELISHA K. ROOT.

Deposition of Charles L. Lincoln.

Charles L. Lincoln, a witness produced by the defendant, Steuben T. Bacon, of lawful age, having been first duly sworn, says, being interrogated by Cansten Browne, Esq., counsel for said Steuben T. Bacon.

Question 1st. What is your name, age, residence and occupation?

Answer. Charles L. Lincoln, thirty-five years of age, Hartford, manufacturer of machinery.

Question 2d. Are you connected with any firm in that business, and if so, with what?

Answer. I am with the firm of George S. Lincoln & Co.

Question 3d. Have your firm ever undertaken the construction of a folding machine for Mr. John North, one of the defendants, and if so, at what time did you commence?

Answer. We built one for Mr. North; I cannot say at what time in the season we took the order; it is not in my mind; it was in the year 1858; I should think it was in the spring.

Question 4th. When was that machine finished and ready for delivery?

Answer. I think the fore part of August, 1858.

Question 5th. When and under what circumstances did it leave your hands?

(Objected to by petitioners' counsel.)

(The counsel for the petitioners also here objects to the 4th question.)

Answer. It was delivered about the time that it was finished, boxed and marked "John North, New York," I believe, but am not certain.

Question 6th. By whom was the last work done on that machine, while in your establishment?

Answer. By Mr. Hubbard, of Middletown.

Question 7th. Who employed or directed him to do it?

Answer. He worked from drawings and plans furnished by Mr. North. I have no other answer.

Question 8th. Who paid him?

(Objected to by counsel for petitioners.)

Answer. We made advances, I think, on the work from time to

time; I think we let him have money to pay for his board, and the like with. We paid him that much until there was a settlement with him by the parties who contracted for the press.

Question 9th. Who were the parties who contracted with him for the press?

Answer. John North.

Question 10th. What do you mean by the press?

Answer. I have made a mistake; I mean the folding machine.

Question 11th. Who employed and paid the workmen in the first part of the work on that machine?

(Objected to by petitioners' counsel.)

Answer. It was all done under Mr. Hubbard's direction; he bossed the job; he did pretty much all the work. If there was work done by our men, we paid them of course, in the monthly payments with the other men.

Question 12th. Prior to the delivery of this machine, did you have any conversation with Mr. E. K. Root, in regard to Mr. Bacon's claims upon it, and upon the improvements contained in it?

(Objected to by petitioners' counsel.)

Answer. I did, or he had a conversation with us. He came in to see us.

Question 13th. State as nearly as you can when he so came in,—when he had this conversation with you.

(Objected to by petitioners' counsel.)

Answer. I should think between the middle and latter part of July, or thereabout, 1858.

Question 14th. If anything passed between your firm and Mr. North, in consequence of what Mr. Root had stated, will you state the same as fully as you can?

(Objected to by petitioners' counsel.)

Answer. I could not say; Mr. North was in from time to time, when he was in the city.

Question 15th. Do I understand you as swearing that you cannot say whether anything passed between your firm and Mr. North, the in consequence of what Mr. Root had stated, or what that was?

(Objected to by counsel for petitioners.)

Answer. I am not to be so understood.

Question 16th. Then will you please hear the 14th question read again, and answer it as fully as you can?

(Objected to by counsel for petitioners.)

Answer. Mr. Root stated to us that Mr. Bacon considered the folding machine which we were building infringed upon Mr. Bacon's rights, and when we made the same statement to Mr. North the next time we saw him, he stated that he knew all about what Mr. Bacon claimed; I think that is the substance of the conversation. There might have been a good deal said, but I think this was the substance of the whole.

Question 17th. You say you repeated to Mr. North Mr. Root's statement that the machine you were building was infringing on Mr. Bacon's rights; was anything said by your firm, or any member of it Mr. North, or by Mr. North to your firm, or any member of it, in regard to what those rights were claimed by Mr. Bacon to be? Please answer fully and to the best of your fair recollection.

(Objected to by counsel for petitioners.)

Answer. There was not; there was nothing said as to what those rights were, not to my knowledge.

Question 18th. When Mr. North said to you that he knew all about what Mr. Bacon claimed, did he add anything whatever to that remark, and if so, will you give his words or the substance of them?

(Objected to by petitioners' counsel.)

Answer. I do not remember anything.

Question 19th. Do you think that what Mr. Root said to you or to your firm was on terms or substantially communicated by you or your firm to Mr. North?

(Objected to by petitioners' counsel.)

Answer. I think it was.

Question 20th. Now please reflect and say whether or not Mr. Root mentioned to you or your firm anything about any contract claimed by Mr. Bacon to be pending between Mr. North and himself, in regard to the machine in question, or the improvements contained in it?

(Objected to by petitioners' counsel.)

Answer. Not this machine; not the machine which we were building, but that Mr. Bacon had a contract signed by Mr. North, on some former machine.

Question 21st. What, if anything, did Mr. Root say as to the extent of Mr. Bacon's claims under that contract?

(Objected to by petitioners' counsel.)

Answer. I think he said that Mr. Bacon claimed all that Mr. North had invented, and all the improvements that were to be made for a given number of years, on the book-folding machine.

Question 22d. Was any step taken by you or your firm, or by Mr. North, in consequence of what was communicated to you by Mr. Root, or by you to Mr. North, in regard to the machine you had undertaken to build for Mr. North, and if so, what was it?

Answer. About the same time we saw in the Scientific American, (objected to by petitioners' counsel, and question also objected to) in the Patent Office report, Mr. Bacon had reissued his patent, and in one of the claims we see he claimed the folding paper over a knife or straight edge, I think, and that was the only thing that we could see wherein Mr. North's machine infringed upon that reissue; and at that time we notified Mr. North, or about that time, what he was going to do in the matter, whether he was going ahead or not.

Question 23d. You have said that Mr. Root stated to you or your

firm about middle or latter part of July, 1858, that Mr. Bacon claimed all that Mr. North had invented, and all the improvements that were to be made for a given number of years on the book-folding machine, also that you or your firm repeated to Mr. North the substance of what Mr. Root had stated. What action, if any, was taken by your firm or by Mr. North in consequence of these communications, in regard to the machine which your firm had undertaken to build for Mr. North?

(Objected to by petitioners' counsel.)

Answer. This all happened about the same time, and we wrote to Mr. North, notifying him, and stopped the work in the shop on the machine.

Question 24th. Have you a copy of that letter to Mr. North in your or your firm's possession, and if so, will you produce it and annex it to your deposition? Also copies of all other letters, if any, copies or originals, which passed between your firm and Mr. North, or the Messrs. Appleton, in regard to this matter.

(Objected to by petitioners' counsel.)

Answer. I could not swear that I had the copy of this letter. I think we have some letters and some copies, but whether to be found or not I could not say. I have no objection to annexing copies or originals so far as I find them.

Cross-examined by S. L. Warner, Esq., counsel for the Petitioners.

Question 1st. Please refer to question 12th of the direct examination, and your answer to it, and to question 16th, and your answer to it, and to question 17th, and your answer to it, and say whether you mean to be understood thereby that Mr. Root claimed the machine which you were building for Mr. North, in his opinion was an infringement upon Mr. Bacon's patent, or only that such was Bacon's claim, and that he claimed the improvements and patent by virtue of a written contract with Mr. North, or by virtue of any other than a written contract?

Answer. I understood that it was Mr. Bacon's claim. Mr. Root gave me to understand that Mr. Bacon claimed by a written contract signed by Mr. North.

Question 2d. When you use the expression, in answer to the 5th interrogatory, "it was delivered about time it was finished," do you mean the work as ordered by North, or the machine itself, when you speak of it as finished?

Answer. I mean the work as ordered by Mr. North, and not the machine, as finished. I never saw the machine finished.

Question 3d. Was this machine at any time while in your shop in a condition to fold paper?

Answer. It was not.

And further defendant saith not.

CHARLES L. LINCOLN.

It is agreed between Cansten Browne, Esq., and Samuel L. Warner, Esq., counsel respectively for the defendant S. T. Bacon, and the petitioners, that the copies or originals of letters which shall be appended to this deposition, and to which the magistrate before whom the foregoing deposition is taken shall affix his certificate and signature, shall be taken to be the letters (copies or originals) referred to in the 24th question and answer of the direct examination of the foregoing deposition.

CAUSTIN BROWNE,
Of Counsel for Defendant Bacon.
SAMUEL L. WARNER,
Counsel for John North, Respondent, and the Petitioner.

County of Hartford, State of Connecticut, *ss*.

HARTFORD, May 21, 1859.

The foreging depositions were taken before me in accordance with the stipulations of counsel, and notice hereto annexed, and were by me wholly reduced to writing, and signed by the witnesses in my presence.

[SEAL.] In witness whereof, I have hereunto set my name and affixed my notarial seal, the day and year above written.

JOHN HOOKER,
Notary Public for the County of Hartford, in the State of Connecticut.

State of Connecticut.

By his Excellency, William A. Buckingham, Governor of said State, to all whom it may concern:

Know ye, that John Hooker was at the time of subscribing the annexed attestation, a notary public in the said State, duly constituted and commissioned, and that to his acts and attestations as such, full faith and credit are and ought to be given in and out of court; that the annexed attestation is in due form, and by the proper officer, and that I believe the signature of said John Hooker thereunto to be genuine.

WM. A. BUCKINGHAM.

[SEAL.] In testimony whereof, I have caused the public seal of the State to be hereunto affixed, at Hartford, in said State, this 21st day of May, A.D. 1859.

JOHN BOYD,
Secretary of State.

HARTFORD, Aug. 23d, 1858.

Messrs. D. APPLETON & Co., New York.

Gents: Inclosed please find copy of a letter received this day

from S. T. Bacon, Boston. We suppose we shall be liable to Mr. Bacon from this date, if we go on with the machine.

What arrangement can be made; please suggest some plan that we may go on. The men working on the machine think it will be finished in two or three weeks. We have got the machine along as fast as we could conveniently, it being the first machine, of course it would take much longer time than the second. In regard to the price, we was to get for the machine up as cheap as we could; as we could not give a price on the first machine, please let us hear from you.

Respectfully yours,
GEO. S. LINCOLN & CO.

The above is a true copy of the original letter, as on our copy-book.

Attest, ENOS H. LANE,
Clerk.

I certify the foregoing to be a copy of a letter called for by the 24th question of the direct examination of Charles L. Lincoln, in the next preceding deposition, and that I append the same under the agreement on counsel in the case appended to said deposition.

JOHN HOOKER,
Notary Public.

Circuit Court of the District of Columbia.

D. APPLETON & Co.
v.
STEUBEN T. BACON and JOHN NORTH. } In Equity.

It is agreed that, in the above entitled cause, the parties, complainants and defendants, may take testimony to be used at the hearing, upon oral interrogatories, by themselves or attorneys, without filing written interrogatories, it being understood that the party taking testimony under this agreement, shall give to the opposite parties, or their counsel, at least ten days' notice of the time or place of such taking; the testimony to be taking before a commissioner of some court of the United States, notary public, or justice of the peace, subject only to exceptions for substance as to the materiality or admissibility of the proof, and the same may be taken on written or oral interrogatories, the answers being reduced to writing by the officers taking the same, and to be signed by the witnesses.

JOS. H. BRADLEY,
For Complainants.
W. B. WEBB,
For Defendant Bacon.

True copy.

Test, JNO. A. SMITH,
Clerk.

Circuit Court of the District of Columbia.

D. APPLETON and others
v.
STEUBEN T. BACON and
JOHN NORTH.
} In Equity. No. 1461.

Gentlemen: Please to take notice that Steuben T. Bacon, one of the defendants in the above entitled cause, will proceed to take the testimony of Anson Hardy, and Ester Howe and others, to be used at the hearing of the said cause, at the office of N. Austin Parker, a justice of the peace, No. 10 Court street, in the city of Boston, on Monday, the 23d instant (May), 1859, at 3 o'clock in the afternoon, when and where you are hereby notified to attend, and cross-examine, if you shall think fit.

W. B. WEBB,
Solicitor for Defendant Bacon.

To JNO. M. MCCALLA and
JOS. H. BRADLEY, Esq.,
Solicitors for Complainant, Washington City, D. C.

Circuit Court of United States, District of Columbia, *ss.*

DANIEL S. APPLETON et als.
v.
STEUBEN T. BACON et al.
} In Equity.

The deposition of F. C. Moore, a witness produced by the respondent, S. T. Bacon, to be used at the hearing of the above entitled cause now pending in the Circuit Court of the United States for the District of Columbia, taken before me, a justice of the peace in and for the county of Suffolk, and State of Massachusetts.

N. AUSTIN PARKS.

Deposition of F. C. Moore.

F. C. Moore, a witness produced by the respondent, S. T. Bacon, of lawful age, having been duly sworn, doth depose and say, in answer to interrogatories addressed to him by Causten Browne, Esq., counsel for respondent Bacon, as follows, to wit:

Interrogatory 1. What is your name, age, residence, and occupation?

Answer. F. C. Moore; age 39; occupation, printer and bookbinder; residence, Boston.

Interrogatory 2. With what, if any, firm are you connected, and how long have you been in such business?

Answer. With the firm of Darnrett & Moore, for twelve years.

Interrogatory 3. What would be the effect in practice of folding

or attempting to fold a double 12 printed sheet, without first cutting it into single twelves or 12mos.?

Answer. It would be to throw the folios out of order.

Interrogatory 4. Please explain your meaning somewhat more fully.

Answer. The pages from 1 to 12 would be intermixed with those from 12 to 24.

Interrogatory 5. What would be the practical worth of book-folding in which this difficulty existed?

Answer. It would be worthless.

And in answer to cross-interrogatories proposed to him by Horace Gray, Jr., Esq., counsel for complainant, deponent saith as follows, viz.:

Cross-interrogatory 1. Is there more than one mode of setting up a form of type for a 12mo.?

Answer. There is what we call a 24mo. The practical operation I could not explain without the modus operandi before you.

Cross-interrogatory 2. How many pages are there in a 12mo.?

Answer. We use three different forms of 12mo. in our office in printing, 12, 24 and 32 pages, respectively.

Cross-interrogatory 3. Cannot a 12mo. of 24 pages be all folded and the inset cut off after it is folded?

Answer. It may be a possibility, but it is not in customary practice with us.

Cross-interrogatory 4. Can it not be done?

Answer. You have my answer, as far as I can give it now.

F. C. MOORE.

Commonwealth of Massachusetts, Suffolk, *ss.*

Boston, May 23d, 1859.

The foregoing deposition of F. C. Moore, was taken before me, in accordance with the stipulation of counsel and notice hereto annexed, and by me wholly reduced to writing, and signed by the witness in my presence.

N. AUSTIN PARKS,
Justice of the Peace within and for the County of Suffolk, Commonwealth of Massachusetts.

Circuit Court of the United States, District of Columbia, *ss.*

Daniel S. Appleton et als.
v.
Steuben T. Bacon and Jno. North. } In Equity.

The deposition of Anson Hardy, a witness produced by the respondent, S. T. Bacon, to be used at the hearing of the above entitled

cause, now pending in the Circuit Court of the United States for the District of Columbia, taken before me, a justice of the peace in and for the county of Suffolk, and State of Massachusetts.

N. AUSTIN PARKS.

Deposition of Anson Hardy.

Anson Hardy, a witness produced by the respondent, S. T. Bacon, of lawful age, having been first duly sworn, doth depose and say, in answer to interrogatories addressed to him by Causten Browne, Esq., counsel for the respondent, Bacon, as follows, to wit:

Interrogatory 1. What is your name, age, residence, and occupation?

Answer. My name is Anson Hardy; age 35; residence, Boston; occupation, merchant and manufacturer.

2. When the American Book and Paper Folding Company ceased to do business, what became of its property?

Answer. I bought it at auction.

3. When was that?

Answer. In May, 1856.

4. Can you produce a copy of the schedule of the company's property which was so sold?

Answer. I can produce a copy of the schedule of the property that I bought.

(Witness produces "Exhibit A., N. A. P.," as the copy referred to in this answer.)

5. Did you obtain afterwards any conveyance of this property, and if so, how?

Answer. What do you mean by "how?" by whom? or what sort of a document? I received it from the president of the company.

6. Do you know Mr. John North, defendant in this suit, and when, and under what circumstances did you first know him?

Answer. I know such a person. I made his acquaintance after I had bought that property, or at about that time. The circumstances under which I knew him were to see what agreement I could make with him as to carrying on the mechanical part of the business.

7. What connection, if any, had he personally had with the business?

Answer. I understood from Mr. North that he had been mechanical superintendent, if I may so term it, and the inventor of certain improvements on that machine.

8. Did you understand from him whether or not he had written articles of agreement with the company?

Answer. Written articles of agreement for what?

9. Written articles of agreement in regard to his employment with them as mechanical superintendent and inventor?

Answer. Yes, sir, I did.

10. Did Mr. North say to you what he was willing to do for the future in regard to that business, in view of the sale which had taken place? and if so, will you state what he said?

(Objected to.)

Answer. He expressed himself willing to engage with me in the same capacity in which he had served the company, at a stated price.

11. What, if anything did he say in regard to any interests the company had had in his improvements?

(Objected to.)

Answer. I understood that they were to remain the same as they had done under his agreement with the company.

12. Please explain that a little more fully.

(Objected to as before.)

Answer. What I mean by saying that they should remain the same is, that they should remain the same under my purchase and my agreement with him as they had done under his agreement with the company, and then should carry on and perfect the improvements as if the sale had not taken place.

13. Did he say anything as to any general arrangement which he was willing to make with any other party? and if so, what did he say?

(Objected to.)

Answer. He expressed a willingness to engage with any responsible party upon the same general terms of contract under which he had served the company.

14. Please look at papers now shown you, marked "Exhibit B., N. A. P.," and "Exhibit C., N. A. P." respectively? and state by whom they are executed?

Answer. "Exhibit B.," by Estes Howe, the president of the company, and "Exhibit C.," by John North.

15. What was the reason of your taking the conveyance from North in addition to that from the company?

(Objected to.)

Answer. Because I understood there was an interest in certain improvements patented which North had not conveyed to the company.

16. Please look at the paper now shown you and marked "Exhibit D., N. A. P.," and say by whom it was executed, and to whom delivered.

Answer. It was executed by myself and delivered to Mr. Bacon.

17. Do you know the handwriting of Mr. John North?

Answer. I do.

18. Please look at the letters now shown you marked "Exhibit E." to "Exhibit *e e*," respectively, and say in whose handwriting they are.

(Withdrawn for the present.)

19. How do you know his handwriting?

Answer. I have a letter from him addressed to myself.

20. Did you ever see him write, and how often?

Answer. I saw him sign the contract with me.

21. Please look at the letters now shown you marked "Exhibit E." to "Exhibit *e e*," respectively, and say in whose handwriting they are?

Answer. To the best of my knowledge they are in the handwriting of Mr. North.

22. Please look at the bills and receipts now produced, and marked "Exhibit *f f*," to "Exhibit *e e*," and say in whose handwriting the receipts in the name of John North are signed?

Answer. In that of John North.

(Adjourned to Tuesday, 24th inst. at 11½ A. M.)

And in answer to cross-interrogatories propounded by Horace Gray, Jr., Esq., counsel for complainant, deponent saith as follows, to wit:

Cross-int. 1. How much money did you pay for the property which you say you purchased of the American Book and Paper Folding Company?

Answer. Six hundred and thirty-five dollars.

Cross-int. 2. Who advertised that property for sale, and when, and in what paper, was it advertised? Please produce a copy of the advertisement, if you can.

Answer. It was advertised by Clark & Son, auctioneers, corner of Devonshire and Water streets, in May, 1856. I think it was in the Boston Post. I produce a copy marked "Exhibit *s s*, N. A. P."

Cross-int. 3. When did you first see the advertisement?

Answer. I can't remember the exact date. Shortly after it was announced.

Cross-int. 4. When did you first hear that the property was to be sold, and from whom?

Answer. Some time during the first of May, from whom I can't remember.

Cross-int. 5. Did you not make the purchase at the request of Mr. S. T. Bacon?

Answer. No, sir.

Cross-int. 6. Did you not have conversation with Mr. Bacon about this purchase before it was made?

Answer. I had conversation with Mr. Bacon about the property.

Cross-int. 7. Did you not have conversation with Mr. Bacon about purchasing it, before you made your purchase?

Answer. In our conversations as to the property I don't doubt I should have said something about the value of it in purchasing it, as would be natural I should.

Cross-int. 8. What did he say to you about the value?

Answer. I can't remember, I am sure, what he did say.

Cross-int. 9. What else did he say to you about the property, before you purchased?

Answer. I got such general information from him as to the value of it as enabled me to judge of its worth or the price I would give for it.

Cross-int. 10. How soon after the sale to you did you first have a conversation with Mr. Bacon about transferring the title to him?

Answer. I can't remember; I should say about a week.

Cross-int. 11. Were you an officer, or stockholder, or in any way connected with the American Book and Paper Folding Company?

Answer. No, sir.

Cross-int. 12. Had you ever, before May, 1856, been concerned in that kind of business?

Answer. I was at that time, and had been more than a year.

Cross-int. 13. With what persons or corporations were you engaged in that business during that year, and during what time?

Answer. With the Cutting Machine Company. I understood the question 12 to refer to the manufacturing machinery in general, and not to the paper-folding machines. I never was engaged in that before.

Cross-int. 14. Did you purchase the property of the American Book and Paper Company with the intention of engaging in that business?

Answer. I purchased it as a matter of speculation.

Cross-int. 15. Did you ever engage in that business after that purchase?

Answer. Only so far as was necessary to keep the business going.

Cross-int. 16. How far was that?

Answer. To make a contract with Mr. North to keep the manufactory going.

Cross-int. 17. Was that contract in writing?

Answer. Yes, sir.

Cross-int. 18. Will you produce it?

Answer. No, sir. I have no copy in my possession, but presume I can get you one. (Added afterwards as follows): I have applied to Mr. Bacon for a copy; he declines giving it on the ground that Mr. North has one himself.

Cross-int. 19. How did you pay for the property when you bought it?

Answer. In cash.

Cross-int. 20. When did you first see Mr. North?

Answer. I can't remember the first time I saw him. I can only guess at it. I should guess it was near the last May, or first of June.

Cross-int. 21. When and where did you see him, and how many times?

Answer. I saw him at my office, 152 Washington street, once,

and at the United States Hotel another time, I think. I am not positive as to the last.

Cross-int. 22. Have you the records of the company?

Answer. Not now, sir.

Cross-int. 23. Did you ever have them? If so, when, how long, and what did you do with them?

Answer. I had them from the time I made the purchase and received the property until the time I made this sale and delivered the property.

Cross-int. 24. Did you ever see Mr. North after the day of the sale to you until yesterday? if so, when?

Answer. I saw him at or about the time that I bought the property; whether it was before or after the sale I am not certain, but think it was after I bought the property.

Cross-int. 25. Have you seen him since the day on which the sale took place?

Answer. I can't fix the date any nearer than as I have already answered.

Cross-int. 26. Did you ever see the book-folding machine of the company before the sale to you?

Answer. The one that they owned at that time? No, sir.

Cross-int. 27. Did you ever see any folding machines that Mr. North was at work on, either before or after the sale to you?

Answer. I think not any that he was at work on.

Cross-int. 28. Or any that Mr. North had worked on?

Answer. I can't tell.

Cross-int. 29. What was Mr. Bacon's connection with the American Book and Paper Folding Company?

Answer. At the time I bought it he was treasurer. I don't know anything about it beyond that.

Cross-int. 30. What, if any, is your connection in business with Mr. Bacon now, and what has it been heretofore?

Answer. None now, none ever.

Cross-int. 31. How long have you occupied the same office or adjoining offices, or offices in the same building or block?

Answer. Mr. Bacon has been a tenant of mine for about a year and three months. He rents this room of me, an office in my store.

And in answer to direct interrogatories, resumed by Causten Brown, Esq., counsel for the respondent, S. T. Bacon, deponent saith as follows, to wit:

Direct interrogatory I. What interest, direct or indirect, have you in this suit, and the inventions or patents at issue in it?

Answer. Not one iota.

Direct int. II. Please state, as nearly as you can, all that passed between you and Mr. Bacon at any time, in regard to your proposed

purchase of the company's property and his proposed purchase of it from you.

Answer. I learned from Mr. Bacon the condition and an approximate value of the property to be sold. Upon which I based the price at which I would, or would not buy. After I had bought it, I told him at what advance, over the price I paid for it, I would sell it to him. He finally agreed upon that advance and made the trade.

Direct int. III. How long a period elapsed from the first suggestion of Mr. Bacon's buying from you to the time his purchase was effected?

Answer. I should say in the neighborhood of a week—from three days to a week. I can't remember the exact time.

Direct int. IV. Did you allow him the refusal for any length of time, and what?

Answer. I can't remember as to that.

And in answer to cross-interrogatories, resumed by Horace Gray, Jr., Esq., counsel for complainant, deponent saith as follows, viz.:

Cross-int. I. Were there other persons at the auction, and who bid upon the property besides yourself?

(Objected to.)

Answer. There were other persons at the auction. Some of whom I was told were stockholders then or had been, but who bid upon the property I don't know now.

Cross-int. II. Did you not expect at the time you purchased the property to sell it again to Mr. Bacon?

(Objected to.)

Answer. I expected that he, or some one else previously interested in the company, would be willing to give me what I paid for it at least.

ANSON HARDY.

Commonwealth of Massachusetts, Suffolk, *ss.*

Boston, May 24th, 1859.

The foregoing deposition of Anson Hardy was taken before me, in accordance with the stipulation of counsel, and notice hereto annexed, and by me wholly reduced to writing, and signed by the witness in my presence.

N. AUSTIN PARKS,
Justice of the Peace, within and for the County of Suffolk, Commonwealth of Massachusetts.

Commonwealth of Massachusetts.

Secretary's Office, Boston, May 24th, 1859.

I hereby certify, that at the date of the attestations hereto annexed, N. Austin Parks was a justice of the peace for the county of

Suffolk, in the said commonwealth, duly commissioned and constituted; and that to his acts and attestations as such, full faith and credit are, and ought to be given, in and out of the court.

[SEAL.] In testimony of which, I have hereunto affixed the seal of the commonwealth, the date above written.

OLIVER WARNER,
Secretary of the Commonwealth.

Exhibit A., N. A. P., referred to on page .

Schedule of property belonging to the American Book and Paper-Folding Company, to be sold at auction, May 27th, 1856, at 12 o'clock M., by Messrs. Clark & Son.

The terms of the sale are one-third cash down at the sale, and the balance to be paid in cash and before the property is delivered, and all in one week from the day of sale. The property will be sold in one lot.

1 Planing-machine, cost,	$150
1 Upright drill, cost,	120
1 Hand-lathe with bench, cost,	38
1 Engine lathe, cost,	230
1 Portable forge, $27; 1 grindstone, $10, cost,	37
4 Vices, 2 benches, cost about,	10

Lot files, chisels, drills, small tools, belting, castings, &c.

The company's interest in a machine, and the patterns and patent right for the same, in course of construction, intended for folding books; said machine not yet completed, all the manufactory of the company, at Middletown, Conn.; also, the following to be seen at office, 9 Central st., 1 fire-proof safe, $234; 1 copying press, $239; Execution *v.* Jos. Palmer, dated June 8, 1853, $793 50; 1 trunk of papers of the American Paper-folding Company. The patent right for the United States, invented by E. N. Smith, for a machine to fold paper, patented November 27, 1849, and reissued January 7th, 1851. Also, all debts due and owing to said company, and all specifications, claims, demands, and rights of action whatever, including all evidence of the same, whether by book account, or however otherwise, together with all other articles of property belonging to said company, wherever situated.

BOSTON, May 27, 1856.

This is to certify that the within is the schedule presented at the sale of property mentioned therein, and that the sale was made to Anson Hardy for the sum of six hundred and thirty-five dollars. The auctioneer assuming no responsibility whatever by said sale.

CLARK & SON,
Auctioneers.

The above is a true copy.

MEBZAR DUNBAR, JR.

Exhibit B., N. A. P., referred to on page .

For and in consideration of the sum of one dollar, to it in hand paid by Anson Hardy, of Boston, in the commonwealth of Massachusetts, and the receipt whereof is hereby acknowledged, the American Book and Paper-folding Company, a corporation duly established within and under the laws of the commonwealth of Massachusetts, has assigned, sold, and set over, and doth hereby assign, sell, and set over, to the said Anson Hardy, all said company's right, title, and interest, if any, to and under letters patent of the United States, granted to John North, of Middletown, in the county of Middlesex and State of Connecticut, and bearing date the fifteenth da April, A.D. 1856, for a new and useful machine for folding p The same to be held and enjoyed by the said Anson Hardy, fo own use and behoof, and for the use and behoof of his legal re sentatives and assigns, to the full end of the term for which s letters patent are, or may be granted, as fully and entirely as th same would have been held and enjoyed by said company, had this assignment and sale not have been made.

In witness whereof, the said American Book and Paper-folding Company hath caused these presents to be signed, and its common seal affixed this third day of June, in the year of our Lord eighteen hundred and fifty-six, by Estes Howe, its president, thereto duly aurized.

THE AMERICAN
BOOK PAPER-FOLDING COMPANY,
By ESTES HOWE,
President.

In presence of
G. R. CHAPMAN,
CHARLES AMORY, JR.

U. S. PATENT OFFICE.

Received July 5th, and recorded in July 16, 1856, in Liber D. 4, page 27 of Transfers of Patents.

[SEAL.] In testimony whereof, I have caused the seal of the Patent Office to be hereunto affixed.

C. MASON,
Com. of Patents.

Exhibit C., N. A. P., referred to on page .

For and in consideration of the sum of one dollar to me in hand paid, by Anson Hardy, of Boston, county of Suffolk, and State of Massachusetts, and the receipt whereof is hereby acknowledged, I, John North, of Middletown, in the county of Middlesex, and State of Connecticut, have assigned and sold, and do hereby assign and sell to the said Hardy, all my right, title, and interest, in, to, and

under letters patent of the United States, to me granted, and bearing date the 15th day of April, A.D. 1856, for a new and useful machine for folding paper, to be held and enjoyed by the said Hardy, to his own use and behoof, and the use and behoof of his successors and assigns, to the full end of the term for which said letters patent are granted as aforesaid, and for the full term of any renewals of the same, and as fully and entirely as the same might have been held and enjoyed by me, if this assignment and sale had not been made.

In testimony whereof, I have hereunto set my hand and seal, the 28th day of May, A.D. 1856.

JOHN NORTH. [SEAL.]

In presence of
THOMAS C. SHIRLEY.
Witness,
A. BROWN.

U. S. PATENT OFFICE.

Received July 5, and recorded July 16, 1856, in Liber D. 4, page 28, of Transfers of Patents.

[SEAL.] In testimony whereof, I have caused the seal of the Patent Office to be hereunto affixed.

C. MASON,
Com. of Patents.

Exhibit D., N. A. P., referred to on page .

For and in consideration of the sum of one dollar to me in hand paid, by Steuben T. Bacon, of Boston, in the commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, I, Anson Hardy, of said Boston, have assigned and sold, and do hereby assign and sell to the said Bacon, all my right, title, and interest in, to, and under letters patent of the United States, granted to John North, of Middletown, in the State of Connecticut, and bearing date the fifteenth day of April, A.D. 1856, for a new and useful machine for folding paper, to be held and enjoyed by the said Bacon, to his own use and behoof, and to the use and behoof of his successors and assigns, to the full end of the term for which said letters patent are granted, as aforesaid, and for the full term of any renewals of the same, and as fully and entirely as the same might have been held and enjoyed by me, if this assignment and sale had not been made.

In witness whereof, I, the said Anson Hardy, have hereunto set my hand and seal, this first day of July, in the year of our Lord eighteen hundred and fifty-six.

ANSON HARDY. [SEAL.]

In presence of
CHARLES F. ROLLINS.

U. S. PATENT OFFICE.

Received July 5th, and recorded July 16th, 1856, in Liber D. 4, page 29, of Transfers of Patents.

[SEAL.] In testimony whereof, I have caused the seal of the Patent Office to be hereunto affixed.

C. MASON,
Com. of Patents.

Exhibit E. to Exhibit e, e, respectively referred to on page .

MIDDLETOWN, April 10, 1854.

Mr. S. T. BROWN.

Dear Sir: I address you, at this time, in relation to what was said when you was here on Friday last, now in regard to the folding machine. I know that it can be so remoddle as to simplify it and make a perfect machine of it. I have a plan whereby I can obtain with one cam, all the necessary motions to fold the book like the one the present machine dose, and the same cam will operate for folding a newspaper like the N. Y. Herald, four folds; and in adition to this, I have a plan whereby I can dispence with the cam that operates the carriage, and by a mutch cheaper and simpler way of effecting the movements of the same, and several other connections. I hope to simply the material for the machine will cost, in proportion to the weight, about the same as the old one; but the manufacturing shall be reduced a large per cent., now all these improvements your company will have *have* from me, if my life is spared. I have agreed to do it, and shall do it; as yet, I have not been able to do mutch; the reasons you understand; the company's expence has been but a small sum; yet I have had the thing most of the time on my mind, and am now sattisfied that there is a heap of money in the thing, and am anxious to forward the thing as fast as possible. Now, in doing what I have undertaken, it is necessary that the entire machine should be remoddle; and to accomplish this, I find it necessary to have one that can draft; my brother is the man for me; he is an inventor as well as a draftsman; he can take any sujestion that is made to him, and put the same on paper, so that an ordinary workman can do the work from the drafts made. My brother is now with me, and has examined the machine, and aproves of all my alterrations; he thinks the machine, when perfected, is of great value, and can be introduced to the whole wourld now; in adition to the improvements I have mentioned, he says he has valuable improvements which he dose not communicate to me, which will aply to the machine, and is willing to give them to the company, provided they (the company) will insure to me the building of all machines containing the improvements which both parties may make, at a reasonable and sattisfactory price; on so doing, my brother will unite with me, and give to the company all improvements that we both can make; and in so doing, he with myself will warnte a machine perfect, to the entire sattisfaction of the parties interested. Now if wee faile to acomplish what I

have stated, you shall be at liberty to have them manufactured by whome you pleas.

Please considder the subject, and write soon, and oblige,

Yours respectfully,

JOHN NORTH.

Exhibit F., N. A. P.

MIDDLETOWN, May, June 5, 1854.

Mr. J. RUSSELL BRADFORD.

Dear Sir: Inclosed you will find bills with the ac't of company up to May 7th. I hope to be able to put the pattern-makers at work in a few days; and as soon as I can get them made, shall push the thing as fast as possible; the time seems long, but the final resust will be siystimatic and sattisfactory, in my opinion, to all parties.

Yours truly,

JOHN NORTH.

Exhibit G., N. A. P.

MIDDLETOWN, October 27, 1854.

Mr. S. T. BACON.

Dear Sir: The patterns for the folding-machine will all be done in about a week. I have put another hand on to-day, and shall soon be able to set the time to try it; everything comes out right so far, to my expectations. I shall forward the thing as fast as possible; shall put on another hand, if I can to advantage. I shall not be able to get all the bills in on quarter day, as I want them all; the pattern-making and casting, which will be but small amount after quarter day, but would like to have some money to pay my help on quarter day, as Mr. Leland says he is hard up, and wants some money. I have kept him quiet through the quarter; send me $300, and oblige,

Yours truly,

JOHN NORTH.

Exhibit H., N. A. P.

MIDDLETOWN, March 3d, 1856.

S. T. BACON, Esq.

Dear Sir: Yours received; the lathe came to hand last Thursday in good order; have not heard anything from the slabing machine yet, hope it will come soon. I belive the price for slabber was to be $375; I would not be possitive, as I made no memorandum of it. I am getting along well, have got my insurance money. If you can buy book-folding stock for 30 cents per share, fully paid, I would like 400 shares. I will remit you the money for the same. Your father will take 600 at that price.

Yours truly,

JOHN NORTH.

Exhibit I., N. A. P.

MIDDLETOWN, April 17th, 1856.

S. T. BACON, Esq.:

Dear Sir: Inclosed I send you blank filled out for the number of shares held by me. I think your plan is a good one, hope it will be successful; the machine so far goes sattisfactory. I received by to days maile the patent papers for the book-folding machine; shall I send it to you?

Yours, truly,
JOHN NORTH.

Exhibit I., N. A. P.

MIDDLETOWN, May 4th, 1856.

S. T. BACON, Esq.

Dear Sir: Yours of the 30th received; the amount of bills are as follows:

			$0 70
Sturd's bill,	$700	*Cr.*	$271 00
			$429 00
John Norton, ...			38 79
E. H. Leland, ...			147 00
M. J. Hubbard, ...			149 00
J. Hubbard, ...			42 00
S. Fitch, ...			10 00
John North on cash account, ...			26 00
" " 1 quarter's wages.			

Yours truly,
JOHN NORTH.

P.S. I have not seen Jovice or Goodney since I wrote you. The prospect of the machine is good. I shall have a machine that will fold books right. I have tryed one side, it works to a charm, and no mistake. I send you a sheet as it went through by laying it on the carriage; the knives are not ajusted yet to bring them square, but that is easy done when I get to it; I run through several sheets, all com out the same; where ever the sheet lay there the fold is made, no matter if there is a fold within a $\frac{1}{16}$ of an inch of the one to be made its all the same. I expect to finish it this month.

Yours truly,
JOHN NORTH.

Exhibit K., N. A. P.

MIDDLETOWN, May 8th, 1856.

S. T. BACON, Esq., Treasurer of the American Book and Paper Folding Company.

Dear Sir: I have before me dooings of your annual meeting of the 12th April, 1856.

It was there voted to sell at public auction the rights and property of said company, provided the unissued stock of said company was not subscribed by the 30th of April. Now in reviewing the whole matter I at once see it was necessary that something should be done to secure to the company there just rights; I did cherfully comply with the request by subscribing my proportion of the stock, expecting all would be subscribed, and avoid the sale of the same, feeling confident that this was the best way to obtain the necessary funds to compleat the machine and put it in market. Since the time has expired I was suprised to learn that some 1500 shares was not subscribed, which results in the advertisement for the sale of all the rights and property of said company. Now I ask what consistancy or justice in so small a number as 1500 shares that the holders of it should sacrifice so large a majority of stock? I, as one, shall resent it as unjust, I having devoted my time and talents to the best of my abilities for the interest of the company, and for my services have received twenty-five per cent. of the stock of the company, at par value, having confidence (and still have) in the final success of the company. The company are now owing me over $200, some $50 is money advanced, all of which was due the 1st of May; this I am very mutch in want of. The 10 shares of stock tendered me will not meet the demands against me, and is of no account to me, I have enough of it; if it is to be sold I did not expect to have one-quarter of my waiges sacrificed at the will of so few stockholders. I shall not submit to it. You sent me papers prepared to make an assignment of all my interest in the patent granted me April 15th, 1856, for folding paper; this I decline doing, for it would not be in good faith with my contract with the company. I am for right and justice, and shall comply with such a demand and no other. I shall protect my interest and that of the company. I shall not assign my patent to be sold at auction; in dooing so the machine would go out of my hands unfinished and without a compensation for even my own labor performed. I wish the company to understand that I am not to be sold, neither at priviate or at auction, but are still ready to serve the company to the best of my abilities; but some one mus be responsible for debts incured, and those already due must be payed. The afaires of the company I have made known to my workman this day for the first time; what the results will be I am unable to tell; should they leave me you must not blame me. I shall not be responsible for there pay. I have done it heretofore, and have advanced money several times to keep them quiet. Now what is to be done? I wait the action of the company, and at same time wish to be understood that I am on the side of right and justice of the company, and unless some action is taken at once to protect my rights, it will be of no use to confer with me by letter or committy; you have only to come up to the work and provide the necessary means for the completion of the machine, so that the company may have secured to

them there just rights. I wish to impress the necessity of an immediate action for the good of the company as well as myself. I am not disposed to fool away my time for $2 per day when I can get $3. I have written suficient for you to understand my position, and shall wait yours, &c.

Respectfully yours,
JOHN NORTH.

Exhibit L., N. A. P.

MIDDLETOWN, June 24th, 1856.

S. T. BACON, Esq.

Dear Sir: Yours received; I am getting the ajustments about to my mind; I am filling the spaces in the carriage with wood, so there will be no chance for the paper to slide on fast by the motion of the machine. I have my center points in the left; the folding corresponds with them exacly; hope in a few days to be ready for opperation; the paper has not come yet; will write you again soon.

Yours truly,
JOHN NORTH.

Exhibit M., N. A. P.

MIDDLETOWN, June 28th, 1856.

S. T. BACON, Esq.

Dear Sir: Yours of the 26th received; I am now ready to show you and other parties that book-folding can be done by machinery; the sheets you ordered have not come yet; say what day you will probably be here.

Yours truly,
JOHN NORTH.

Exhibit N., N. A. P.

MIDDLETOWN, September 17th, 1856.

S. T. BACON, Esq.

Dear Sir: Yours received; in reply I have to say the prospect for the machine is good; so far I am mutch pleased with the opperation of it; shall have it this week so I can run all of the nippers; 10 days I think will finish it compleat; hope you will come this way.

Yours truly,
JOHN NORTH.

Exhibit O., N. A. P.

MIDDLETOWN, September 23d, 1856.

S. T. BACON, Esq.

Dear Sir: Yours received; I think it will not be necessary for

you to have thiner sheets printed, as the ones I have will answer; as to the machine every thing works well so far; I shall have it all compleated and finished this weeak; shall be disappointed if it dose not go to the faire; the alteration in the cam works butiful.

Yours truly,
JOHN NORTH.

Exhibit P., N. A. P.

MIDDLETOWN, November 5th, 1856.

S. T. BACON, Esq.

Dear Sir: Yours of to-day received; in reply I feel confident that the machine as I have it fixed will work better than it has ever done. I have fixed an atachment so I can strech two small wires one each side of the knife like; it will be but a small job to put them on the machine, and will answer the purpose; I have no fears in setting up the machine alongside of Chambers's; as for work, should like to do it, if you thought best; if you conclude to go, let me know as soon as possible, on account of my family.

Yours truly,
JOHN NORTH.

Exhibit Q., N. A. P.

MIDDLETOWN, October 5th, 1856.

S. T. BACON, Esq.

Dear Sir: Yours, with notice inclosed; your father aproves of them, but is anxious to see you, hopes you will come home before you do anything about the affaire; he thinks you will regret sending the machine to Philadelphia, if you conclude to do so; I think his reasons are good; still there appears to be no infringement, from what I learn, on our present machine, which makes the matter more favorable for seting up the machine at Philadelphia; this matter I leave for you to say. I notice that Chambers' sheet is folded whole without cutting into the sheets we print for the fold; let him divide the sheet on the start and fold each half, and I think he will find it more difficult to preserve the acuracy of register. I have some half dozen sheets that were folded with tapes, which are better than Chambers' are; I have my plan which will obviate all of the wrinkle of the sheets; the sample of paper inclosed is very nice, and about as thick as the Washington sheets are; thiner would work as well or rather better, but I can use either. Fremont and Connecticut; the letter to him September is delivered.

Yours truly,
JOHN NORTH.

Exhibit R., N. A. P.

MIDDLETOWN, October 30th, 1856.

S. T. BACON, Esq.

Dear Sir: Yours received; I have been talking with your father in regard to the Philadelphia faire; he thinks it will not be hardly prudent to take it there; says he should advertise, forbiding any one making, using, or vending any machines infringing on Smith's patent, as you are aware that such is the case by several parties. I wish I could of seen Chambers' machine. If you think by taking the machine to Philadelphia will create a competion and a strife between parties, I should not take it there, as we have the credit of the New York fair. I would fasen on Chambers' machine and bring them to terms at once. Your father would like to see you before you do anything about the matter. I cannot understand how Chambers puts his sheets on the point without coming into contact with the roles and knife; if he dose not move the sheet he may have a good thing, but I am fearful of the tops.

Yours truly,
JOHN NORTH.

Exhibit S., N. A. P.

FLORENCE HOTEL, Feb. 26th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours of the 25th, also two of former dates received. I saw Mr. Greenough the afternoon he left for Washington, on Tuesday; explained to him all about the regester points; he assured me that all would be right. I gave him power of attorney to act in relation to the drying and pressing machine; he think there will be no trouble in getting a strong patent. I shall have the bookfolder so I can operate in part should Mr. Donnell call here; am getting along very well with the alteration, but cannot tell yet how soon it will be compleat. I have to do a greater portion of the work, as jobs are constantly coming in, and all in a hurry. I saw the type-setting machine to-day; it's the most ingenious piece of machinery I ever saw. I send the letter to Mr. Greenough, you can address him at Willard's Hotel, or at chief clerk of Patent Office, Mr. S. T. Shugert.

Yours truly,
JOHN NORTH.

Exhibit T., N. A. P.

FLORENCE HOTEL, March 13th, 1857.

S. T. BACON, Esq.

Yours of —— I received. I took my work from Reeve's shop last night; have put it on the machine to-day, and pased a sheet through the roles, but have not got all things set and regulated yet;

had to change the counter-shaft from below, on account of the printing press; have it all fixed right now; the roles I think will work well, but its very slow getting along. I miss the renches and tools that were stolen verry mutch. Reeves & Co.'s bill is forty dollars, and not having money to pay, I gave him liberty to draw on you through Adams's Express for the amount. I have the receipted bill. I saw Mr. Greenough on Wednesday, but got no news, as the case was put of one week; this seems to be their great business, to put of. Greenough says all is right; hope so. I want to go home on Saturday afternoon, if possible, shall return on Monday; have some things at Middletown, where I boarded; as they soon move, I must take them away. Mr. Burdeck has called twice since I wrote you, but no one else; hope to have everything all right, soon.

Yours truly,

JOHN NORTH.

Exhibit U., N. A. P.

FLORENCE HOTEL, March 18th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours of the 14th and 17th received. I called on Greenough to-day, and was suprised to learn the result of Smith's & Chambers' case; I think there is inicquity somewhere; I fear Greenough has not been on hand as he should; in fact, I have but a little confidence in patent agents, at best; still it may all come out right yet, but it's rather discouraging and expensive. I had the machine runing to-day; the roles opperated well, but I had a mishap, my spring, not being suficient to keep the roles from the knife, caught, and broke the lever that opperates them; it will take me two or three days to fix it, and get everything in runing order. I have not touched to alter but one side; the roles will be an improvement I think, and give the desired results. I went to Southington on Saturday afternoon; went to Middletown on Monday; found an atachment put on my house, by P. Tager; I gave him an order on you for forty dollars to sattisfy him, and he will withdraw the suit and pay the cost. I told him I had not run away yet, but hope to be able to get out of Middletown, for good, soon.

Yours truly,

JOHN NORTH.

Exhibit V., N. A. P.

NEW YORK, April 16th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours received this day. I called on Mr. Keller, asked him in regard to the papers; he replyed, by saying, he had sent the papers several days since; he was busily engaged. Called on Mr. Greenough, he said he was writing you in relation to the matter, and

should not let the case slip by. I have been folding some sheets furnished by Mr. Mathews; he likes the folding very mutch; there has been no one in to see the machine yet. Mr. Appleton saw the machine work; appeared pleased.

Yours truly,
JOHN NORTH.

Exhibit W., N. A. P.

FLORENCE HOTEL, May 20th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours of the 18th received. I called on Mr. Gavit this day; he said he had written you to come at once to this city; what his plans are I do not know; he think he will be able to bring about something soon. Mr. Root appeared sattisfied that the machine would do the work; he is a man of few words, but knows when he examines a machine. If the sheet was fed on the carriage, it would reduce the speed about one quarter; the expense would be considerable less, $150. I should think this can be explained to you when you come, better than I can write it.

Yours truly,
JOHN NORTH.

Exhibit X., N. A. P.

MIDDLETOWN, June 14th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours of the 12th is at hand, and contents carefully perused; and in reply have to say, that it is the most one-sided instrument I ever saw drawn up; it's all self, and by comparing it with the Hardy contract, I have made up my mind about what to expect, and that is nothing at all. I have only to say, if you want my services any longer, you will have to pay my price. I am getting along with the alterations slowly. Yesterday was the first half day I could have the pattern maker. Leland is helping me. Hubbard has not returned from the West yet.

Yours truly,
JOHN NORTH.

Exhibit Y., N. A. P.

MIDDLETOWN, June 25th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours of the 16th and 24th inst. received. I have the nippers altered and finished, and they work well, much better than before. I have the rollers attached to both sides, and shall expect to have it ready to exibit the last of next week.

Yours truly,
JOHN NORTH.

Exhibit Z., N. A. P.

MIDDLETOWN, June 30th, 1857.

S. T. BACON, Esq.

Dear Sir: I have the machine now ready for you to make such exibitions as you may wish; it works much better since the alteration.

Yours truly,

JOHN NORTH.

Exhibit aa., N. A. P.

PROVIDENCE, July 27th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours of the 18th received this 9 o'clock, A.M. I expect to go to New York this afternoon, and there finish my araingments with the parties for takeing hold of the sewing machine business; shall expect to return to Middletown in a fiew days, and will see what I can do to fix the rollers on the machine.

Yours truly,

JOHN NORTH.

Exhibit bb., N. A. P.

MIDDLETOWN, August 15th, 1857.

S. T. BACON, Esq.

Dear Sir: Having just returned from New York, and am now in receipt of yours of the 11th inst., and shall be out of town several days again, and cannot say when I can fix the rollers.

Yours truly,

JOHN NORTH.

Exhibit cc., N. A. P.

MIDDLETOWN, September 10th, 1857.

S. T. BACON, Esq.

Dear Sir: I have worked all day and part of yesterday in trying to fix those rollers. I have tryed them all ways, and still some of them will come out rinkled; I think it is in the second nipper, it being cut out to admit the roles, and in tikeing the sheet from the knife it may spring some and make a fullness. I do not think it is in the roles, yet I have not been able to obviate it altogether; this can all be obviated in building another. I think it no use in spending more time.

Yours truly,

JOHN NORTH.

Exhibit dd., N. A. P.

MIDDLEFIELD, December 7th, 1857.

S. T. BACON, Esq.

Dear Sir: Yours of 5th inst. received. I shall be in Middlefield, at shop, on Tuesday, where you can find me if you wish to see me.

Yours truly,

JOHN NORTH.

Exhibit ee., N. A. P.

MIDDLETOWN, January 26th, 1858.

S. T. BACON, Esq.

Dear Sir: Since you were hear, I have seen my lawyer, and he informed me that he had commenced suit, and as it now stands I have only to follow your advice when wee sepperated at Mr. Douglas's shop; that was for me to go my way, and you would go yours; thus the result.

Yours truly,
JOHN NORTH.

Exhibits ff., N. A. P., to rr., N. A. P., respectively, referred to on page .

MIDDLETOWN, May 7th, 1854.

American Book and Paper-folding Company.

To John North, Dr.

To one-quarter waiges as per contract from February 7th to May 7th, 1854,	$212 50
May 7, cr. by time not ocupied,	95 00
Amount due,	117 50
One-fourth to be payed in stock of said company,	29 37
Cost amount due,	$88 13

Received payment to August 7th, 1854.

MIDDLETOWN, Sept. 15, 1854.

Received payment.

JOHN NORTH.

Cost Ac't.

June 3,	Cash paid	Barnes & Co. one doz. drawing paper,	$ 75
" 22,	"	E. H. Leland,	40 00
" 24,	"	" "	20 00
" 30,	"	varnish to varnish drawings,	28
July 1,	"	freight on geeor cutter,	2 85
" 12,	"	freight bill,	38
" 12,	"	C. Sigorniu's bill,	9 85
" 20,	"	for varnish,	42
" 20,	"	exp. on geerarbons,	37
" 20,	"	faire to Movidon to patterns,	1 00
Aug. 3,	"	faire to Burlent to pattern maker,	40
" 4,	"	faire to Meriden freight on pat,	1 25
" 4,	"	on insurance policy,	10 00
" 5,	"	E. H. Leland,	30 00

Aug. 7,	Cash paid faire to Meriden fix pat, . . .	1 00
" 7,	" Rou & Son lumber for patterns, .	2 27
		120 82
	Cash amount rendered on last quarter, . .	125 45
		246 27
		225 00
	Due on cost account, . . .	$21 27
June 24.	Whole amount of cost received, . . .	$225 00

MIDDLETOWN, August 7, 1854.

American Book and Paper-folding Company.

To John North, Dr.

Aug. 7.	To one-quarter waiges as per contract, $850 per anum, ...	$212 50	
	discount on time, ...	40 00	
	25 per ct. stock, ...	172 50	
	" " "	43 12½	
	Cost amount due, ...	129 38½	
	Cash due on last quarter's bill, . . .	88 13	
Aug. 7.	Cash paid out due, ...	21 27	
	Cash amount due, ...	$238 78	

Due on stock, ... $29 37 last qr.
" " . . . . 43 12 present qr.

$72 49

Received payment, August 7, 1854.

JOHN NORTH.

MIDDLETOWN, September 15, 1854.

Above pleas find bill; if found correct, the money will be very acceptable; pleas correct errors if any, and oblige,

Yours truly,
JOHN NORTH.

J. RUSSELL BRADFORD, Boston.

MIDDLETOWN, May 30th, 1853.

American Book and Paper-folding Co.

To John North, Dr.

Feb. 7 & 9,	To faire to Springfield and Middletown, ...	$2 50	
" 9,	To board, ...	1 25	

Feb.	9,	To cash paid truckman per bill, .	$2 50		
"	9,	" for packing box, . .	25		
"	9,	" help per bill, . .	1 00		
"	9,	" help per bill, . .	6 00	$13	50
"	10,	" freight bill, . . .	21 30		
"	11,	" S. Chamberlin per bill,	2 25		
"	11,	" per bill No. 5, . .	48		
"	22,	" per bill No. 6, . .	16 25		
"	27,	" per bill No. 7, . .	1 53		
"	28,	" for carrying load coal up stairs, . .	25		
"	28,	" for zink for stove, .	50	42	96
Mar.	1,	" freight bill No. 8, .	2 70		
"	17,	" exp. on chuck, . .	37		
"	23,	" for zink for forge, .	67		
"	30,	" exp. on plaines chuck, .	37	4	11
Apr.	10,	" Newell North, . .	15 00		
"	13,	" J. & N. North, faire to Boston, . . .	13 00		
"	13,	" carriage and omnibus, .	1 12		
"	14,	" for board, . . .	5 00		
"	14,	" drawing paper, . .	1 90		
"	15,	" John Jordan, bill No. 10, ...	2 50		
"	21,	" Newell North, . .	13 75		
"	21,	" Meriden Machine Co., .	5 73		
May	30,	" Fen & Clark, per bill, .	6 88	64	88
				$125	45
				125	00
		Balance due, . . .			35
Feb. 7,	Cr. By cash received, ...			$50	00
Apr. 7,	" " "			25	00
" 13,	" " "			50	00
				$125	00

Exhibit gg., N. A. P.

MIDDLETOWN, October 31st, 1854.

American Book and Paper Folding Co., Dr.

Aug. 7,	Due John North on cash ac't, . .	$21	27
" 11,	Cash paid faire to Meriden, . .		50
" 12,	" board 2 days, $1 25, . .		39
" 12,	" faire to Middletown, . .		50

Aug. 12,	Cash paid	for printing tickets,	75	
" 14,	"	faire to Meriden,	50	
" 16,	"	for board 2½ days, $2 25,	1 18	
" 16,	"	faire to Middletown,	50	$25 59
" 23,	"	Newell North,	175 00	
" 23,	"	Nelson & Co.,	125 77	
" 23,	"	W. & P. Douglass,	60 11	
" 23,	"	M. J. Hubbard,	49 50	
" 23,	"	E. H. Leland,	58 17	
" 23,	"	E. H. Leland for screw plate,	9	478 35
" 24,	"	faire to Meriden for paterns,	1 00	
" 29,	"	freight and cartage,	1 37	
Sept. 4,	"	faire to Meriden,	1 00	
" 11,	"	Exp. on patterns,	37	
" 15,	"	A. Southmayd bill of belting,	14 90	
" 15,	"	A. G. & P. A. Pease's bill,	34 02	
" 15,	"	John North's bill,	217 51	
" 16,	"	Johnson and Loveland's bill,	30 02	
" 16,	"	for charcole,	1 50	301 69
" 16,	"	H. C. Bacon's bill,	8 28	
" 18,	"	faire to Meriden,	1 00	
" 30,	"	" "	1 00	
Oct. 16,	"	" "	1 00	
" 21,	"	for broom,	20	
" 25,	"	exp. on pattern from Med.,	25	
" 25,	"	sheet steel for nippers,	98	
" 25,	"	for P. S. Bailey for Russia iron for table,	5 75	
" 31,	"	G. T. & S. C. Hubbard's bill,	23 80	
" 31,	"	John Norton's bill,	3 24	45 50
				$851 13

MIDDLETOWN, October 31, 1854.

American Book and Paper Folding Co., Cr.

Aug. 12,	By cash received, C. & F. Hubbard for use of plainer,	$6 00	
" 22,	By check of J. Russell Bradford,	500 00	
Sept. 15,	By cash of S. T. Bacon,	350 00	$856 00
Oct. 1,	By cr. of Power & Co. on A. B. & P. F. Co. ac't,		27 50
			883 50

Oct. 31, Dr. to cash paid out up to date, . . . 851 13

Due Co., . . . $32 37

MIDDLETOWN, October 31, 1854.

American Book and Paper Folding Co.

To John North, Dr.

Oct. 31. To one quarter's waiges as per contract, ... $212 50
Discount on time 8 days, . . 21 70

4 $190 80
47 70

$143 10

Cash amount due, ... $143 10
Stock amount due, ... 47 70

$190 80

Exhibit hh, N. A. P.

MIDDLETOWN, February 1st, 1855.

American Book and Paper Co. To John North, Dr.

From Nov. 1st, To one quarter's waiges as per contract, . $212 50
To Feb. 1st, Cr. by discount of five days, $13 75, . 13 75

$198 75

One-fourth in the stock of company, . 4 $198 75
Due on stock, ... 49 68

Cash amount due, ... $149 07

1855.
March 9. Received payment,

JOHN NORTH.

MIDDLETOWN, February , 1855.

American Book and Paper Co. To John North, Dr.

1854.
Nov. 13, Cash paid for lamps, . . . $ 67
" 13, " for 21 bushels charcoal, . 2 62
" 15, " H. Bullard & Co.'s bill, . 6 65
" 22, " for 30 lbs cotton waiste, . 2 40
" 27, " faire to Meriden for patterns, . . . 1 00
" 27, " freight and exp. on patterns, . . . 50

Dec.	13,	Cash paid W. S. Williams for work,	53	70	
"	13,	" exp. on paper, . .		37	
"	20,	" for 28 bush. charcole, 17½,	3	50	
"	25,	" Pelton for tin, . .	1	32	
"	27,	" E. Paddick's bill, . .	1	87	
Jan.	1,	" W. & B. Douglass' bill, .	295	81	
"	19,	" J. S. Bailey's bill, . .	1	45	
"	16,	" Irishman for caring cole,		25	
"	27,	" for 30 bush. charcole, .	3	75	
"	27,	" for 17 pieces of tape, .		85	
Feb.	10,	" E. H. Leland for work, .	100	00	
"	10,	" M. J. Hubbard for work,	100	00	
"	10,	" E. Padick for gas pipe for workshop, . .	2	22	
"	28,	" Barnes & Co. for drawing paper, . . .	2	92	
"	28,	" for tape, . . .		75	
Mar.	5,	" Pelton's bill for tin, .	3	30	
"	"	To amount due on contract as per bill annexed, ...	$149	07	$735 10

Contra Cr.

Cr.

Nov.	13,	By cash on hand, ...	$10 00
"	14,	" received of Sabage for rent, . .	8 00
Dec.	30,	" received of J. S. Leach, . . .	300 00
"	2,	By credit on Power & Co.'s bill with A. B. & P. F. C., ...	19 00
Feb.	10,	By cash of J. F. Leach, ...	300 00
Mar.	9,	" to balance account, ...	98 10
		Thus settled, ...	$735 10

JOHN NORTH.

MIDDLETOWN, March 9, 1855.

Exhibit ii, N. A. P.

MIDDLETOWN, May 1st, 1855.

American Book and Paper Folding Company,

To John North, Dr.

To one quarter's waiges from Feb. 1st to May 1st, 1855, as per contract, ...		$212 50
Cr. by discount six days, ...		16 30
twenty-five per cent. in stock of company, . .		4)196 20
stock amount due, ...		49 05
cash amount due, ...	$147 15	$147 15

May 22d, 1855. Received payment,

JOHN NORTH.

MIDDLETOWN, May 1st, 1855.

Cash account of the A. B. and P. Folding Company,
To John North, Dr.

1855.					
Mar.	10,	Cash paid, exp. on paper and steell,	$ 75		
"	12,	" C. Sigourney's bill, . .	40 08		
"	15,	" Fountain's bill painting, .	9 76		
April	5,	" for 12 bush. charcole, 12½,	1 50		
"	6,	" for varnish, screws, and brade for patterns, .	75		
"	12,	" for sand paper, . . .	12		
"	13,	" for 5 feet mahogany for patterns, . . .	1 20		
"	13,	" for box matches, . .	08		
"	13,	" M. J. Hubbard's bill, .	45 00		
"	13,	" E. H. Leland's bill, . .	50 00		
"	13,	" Wm. Stroud's bill, . .	26 46		
"	14,	" Stephen Fetch's bill, . .	31 40		
"	17,	" Charles North's bill, . .	3 24		
"	21,	" A. W. Winslow's bill iron,	1 09		
"	21,	" Bidwell Pitkin's bill, . .	1 65		
"	21,	" expenses to Hartford, .	1 00		
"	22,	" freight on goods from Hartford, ...	50		
"	27,	" for 8 bushels charcole, .	1 00		
"	28,	" broom and bench brush, .	54		
"	28,	" H. C. Bacon's cole bill, .	21 44		
"	28,	" Pease's bill, . . .	41 03		
May	1,	" exp. on mending vice, .	1 00	$279	59
"	1,	To amount due on contract, as per bill annexed, ...		147	15
				$426	74

1855.					
March	9,	Cr. by cash of J. F. Leach, . .	$50 00		
April	10,	" on draft on Leach, . .	200 00		
"	27,	" of S. T. Bacon, . .	50 00		
"	27,	" 738 lbs. of Leh. cole, 4 cts.	295 00		
May	22,	Cash to bal. acc. up to May 1, 1855, .	123 79	$426	74

Received payment,

JOHN NORTH.

MIDDLETOWN, May 22d, 1855.

MIDDLETOWN, August 1st, 1855.

American Book and Paper Folding Company,
To John North, Dr.

To one quarter's waiges, as per contract, from May 1st to August 1st, 1855, . . . $212 50

25 per cent. to be payed in the stock of company, 4	$212 50
Due on stock, ...	$53 12½
Due cash, ...	$159 38

Exhibit jj, N. A. P.

MIDDLETOWN, 1855.

John North, cash account
With A. B. and P. F. Co., Cr.

1855.				
May 9,	Cash paid for varnish, ...	$ 20		
" 9,	" for 3 lbs. nailes, . . .	15		
" 17,	" for sand paper and brads for patterns, ...	18		
" 17,	" Winslow, bill of steel, . .	11 84		
" 22,	" for 1 file, ...	32		
" 24,	" expenses to New York, . .	6 00		
" 25,	" for varnish, ...	21		
" 26,	" S. Fitch's bill, . . .	18 70		
" 29,	" John Jordan, making fires, .	4 81	$42	41
June 4,	" freight on box, . . .		1	65
" 7,	" for paint, ...	80		
" 19,	" for zink, ...	1 58		
" 21,	" for belting, ...	3 73		
" 22,	" Babbit, box agent, . .	10 00		
" 27,	" for 1 gallon oil, . . .	1 75		
" 27,	" for waiste, ...	4 96	$22	82
July 5,	" for 1 dozen balls tape, . .		1	00
" 9,	" for steel, ...			50
" 9,	" for chalk, ...	25		
" 9,	" for alcohol, ...	12		
" 9,	" for neats' foot oil, . .	18		
" 17,	" for 2 qr. paper, . . .	56		
" 20,	" for 2 qr. paper, . . .	66		
" 20,	" for silk tape, . . .	2 00		
" 23,	" for painting, . . .	3 10		
" 24,	" for 11 yards silk tape, . .	62		
" 25,	" O. Mitley, for rent, . .	51 50	$58	99
" 28,	" Charles North, screws, &c., .		2	00
" 30,	" Mrs. Grover, sewing tape, .			25
Aug.	To amount of wages, as per bill annexed,		159	38
			$289	00

June 16, Cr. by cash received of S. T. Bacon, . 50 00 $50 00

$239 00

Received payment in full.

JOHN NORTH.

MIDDLETOWN, August 2, 1855.

Exhibit kk, N. A. P.

MIDDLETOWN, November 1st, 1855.

American Book and Paper Folding Company,
To John North, Dr.

1855.			
Aug. 9,	To cash paid Burk's bill, ...	$83	12
" 9,	" taxes, ...		45
" 9,	" Loveland, for board for strait edges, ...		38
Sept. 16,	" for 20 bushels charcole, . .	2	00
" 20,	" for tapes, ...		50
" 21,	" expenses on files recut, . . .		25
Oct. 10,	" W. H. Atkins, ...	1	33
" 16,	" for alcohol, ...		20
" 16,	" for brass wire for moddles, . .		28
" 26,	" for screws, alcohol, . . .		37
" 26,	" paid taxes, ...	6	07
Nov. 1,	To amount of salary, as per contract, per bill annexed, ...	159	38
		$254	33

1855.		Cr.	
Aug. 4,	By cash received of N. Bacon, . .	$ 35	
" 11,	" " " of S. T. Bacon, .	96 26	
Nov. 1,	By check to balance acc. to date, .	157 72	$254 33

Thus settled in full of all demands up to this date, Nov. 1.
Signed Nov. 2, 1855.

JOHN NORTH.

American Book and Paper Folding Company,
To John North, Dr.

1855.			
Nov. 1,	To one quarter's waiges, as per contract, from Aug. 1 to Nov. 1, . . .	$212	50
	25 per cent. to be payed in the stock of company, ...	53	12
	Carried up, . . .	$159	38

Received in full, Nov. 2, 1855.

JOHN NORTH.

Exhibit ll, N. A. P.

MIDDLETOWN, February 1st, 1856.

American Book and Paper Folding Company,
To John North, Dr.

1855.				
Nov.	1,	Cash paid for broom,	$	28
"	2,	" for plaiting and engraving book for moddle,		75
"	2,	" for board for box for moddle,		50
"	2,	" for zink,	4	00
"	14,	" for expence to Washington,	20	00
		" porter, for trunk,	2	00
		" band at Washington,	17	50
		" board and lodgings,	6	00
"	9,	" Page,	70	00
"	15,	" lumber for patterns,		93
"	21,	" for flewid,		23
"	21,	" Irishman carring cole,		25
Dec.	3,	" for alcohol,		25
"	11,	" flewid,		25
"	11,	" sand paper,		10
"	3,	" Page,	60	00
"	3,	" exchange for draft,		15
1856.				
June	4,	Cash paid 8 bushels charcole,	$1	00
"	5,	Shop burned down with contents.		
"	8,	Cash paid E. H. Leland,	40	00
"	8,	" Irishman diging out rewins,	8	00
"	8,	" expences to Boston,	6	00
"	10,	" Revere House,	2	50
"	10,	" for drawing tools,	7	50
"	10,	" screw plait and calipers,	3	88
"	10,	" for strait edges,	3	50
"	10,	" faire to Middletow,	3	50
"	12,	" for hors to Middlefield,	1	50
"	14,	" rent bill,	41	50
"	15,	" freight bill,	3	88
"	15,	" paile, broom, and brush,		78
"	15,	" for 3 oilers,		30
"	17,	" for 64 bushels charcole,	8	00
"	22,	" freight bill,		84
"	25,	" 2 bills at W. H. Atkins,	2	07
"	26,	" freight bill,		50
"	26,	" for waiste, Russell & Co.,	1	68
"	29,	" expense on forge handle,		15
		" freight bill,	11	20

	Cash paid for lock,			54
31,	" screw rench,			1 30
	" for lever,			4 00
	" freight bill,			7 40
	Forward,			$344 71

1856.				
Jan. 31,	Amount brought forward,			$344 71
	To 3 gallons oil,			5 25
Feb. 1,	To one quarter's waiges, as per contract,	$212 50		
	Less 25 per cent., payable in stock of company,	53 12		$159 38
				$509 34

Contra Cr.

1855.			
Nov. 2,	By cash on hand,	$72 78	
Dec. 1,	By cash of S. T. Bacon,	100 00	
1856.			
Jan. 7,	By cash of S. T. Bacon,	100 00	
" 10,	" "	50 00	
" 23,	" "	21 00	
" 23,	" A. M. B. Co.,	11 00	
Feb. 16,	" to balance to 1st February,	154 56	$509 34

Thus settled in full of all demands to February 1, 1856.

JOHN NORTH.

MIDDLETOWN, February 16th, 1856.

Exhibit mm, N. A. P.

MIDDLETOWN, May 1st, 1856.

American Book and Paper Folding Co.,

To John North, Dr.

1856.			
Feb. 21,	Cash paid W. H. Atkins,		$2 30
" 29,	" Peas, 1 door handle,		38
Mar. 1,	" 1 set of figures,		1 25
" 7,	" Atkins' bill,		2 80
" 8,	" 26 bush. of charcole,		3 25
" 12,	" for steel wire,		87
" 14,	" truckman,		25
" 15,	" Benet, for plaining,		1 75
" 18,	" Peas, for 3 lbs. iron,		18
" 31,	" for 3 oilers, 50 cts, zink, $3,		3 50

Apr.	9.	Cash paid	Peas, spring steel,		57
"	9.	"	bill of files,		25 85
"	11.	"	Atkins' bill,		2 66
"	17.	"	anvill block,		17
"	19.	"	Irishman, diging out rewins,		2 50
"	22.	"	Peas' bill,		6 90
"	30.	"	1 qr. of paper,		25
"	30.	"	for oil,		4 00
May	1.	To 1 quarter's waiges, as per contract, $212 50, 25 per ct. to be payed in stock of Co.,			159 38
"	27.	"	services from May 1st, to date,		62 67
"	27.	"	faire in expenses to & from Boston,		10 00
					291 48

1856.

Apr.	22.	Cr. By cash of J. A. Southmoyd & Co., for old iron,		$11 42	
May	27.	"	cash to balance,	280 06	
					$291 48

Received payment in full, of all demands to date.

JOHN NORTH.

BOSTON, May 27th, 1856.

Exhibit nn, N. A. P.

MIDDLETOWN, October 1st, 1856.

S. Bacon,

To John North, Dr.

1856.

May	29.	Cash paid	for 2 rules for machine,		$ 25
"	30.	"	for 6 bush. cole,		75
June	12.	"	for 7 sheets d. paper,		1 00
"	12.	"	for 2 brushes,		62
"	13.	"	exp. on paper,		25
"	15.	"	for drawing paper,		1 75
"	27.	"	for cotton waist,		1 00
"	27.	"	sp't. tirpentine,		18
July	31.	"	for paper,		50
					$6 30
July	9.	Cash paid	for paper,	$ 42	
"	10.	"	expence to New Haven,	2 40	
"	12.	"	paid freight on paper,	1 12	
"	14.	"	for glass level,	25	
"	16.	"	Cook, puting up drill,	1 75	
"	19.	"	exp. on paper,	25	
					6 19

July	21.	Cash paid for steel and freight,				3 30
Aug.	2.	"	Bement,			5 00
"	2.	"	truckman,			75
"	13.	"	Leland & Hubbard,	110 00		
"	14.	"	Prior, fixing vice,	2 50		
"	23.	"	horse to Middlefield,	1 00		
"	23.	"	J. N. Johnson, screws,	50		
"	26.	"	for 6 bush. charcole,	75		
"	28.	"	for wire,	32		
					115	07
Sept.	2.	"	Bement,		15	00
"	9.	"	for broom,	25		
"	13.	"	for 2 rules machine,	25		
"	13.	"	brass wire springs,	12		
"	26.	"	for cotton wast,	1 00		
"	20.	"	for paint,	3 62		
		"	for zink,	2 31		
		"	Cole, for painting,	2 80		
					10	35
					161	96
Aug.	12.	Cr. By cash of S. T. Bacon,			150	00
					11	96

1856.

Oct. 1. To four months and four days' wages, from May 27th to Oct. 1st, 1856, $294 21

Received payment in full of all demands, except for per centage on sale of patent rights, to Oct. 1, 1856, say $306 17

JOHN NORTH.

MIDDLETOWN, October 2, 1856.

Exhibit oo, N. A. P.

MIDDLETOWN, Jan. 1st, 1857.

S. T. Bacon,

To John North, Dr.

1856.				
Oct.	4.	Cash paid John Thompson, for work,		$3 50
"	4.	"	truckman, machine to boat,	1 50
"	4.	"	Irish help,	50
"	4.	"	carriage to boat,	25
"	4.	"	faire to New York,	2 00
"	6.	"	freight,	4 00
"	6.	"	truckman, to Palace,	5 00
"	6.	"	porter, for trunk,	25

Oct.	8.	Cash paid help putting up machine,		3 75
"	8.	"	for oil,	37
"	8.	"	for link and puley,	3 50
"	8.	"	for brush,	62
"	10.	"	for 21 ft. belting,	4 20
"	10.	"	putting up slupper,	1 00
"	10.	"	for 2½ yds. drugget,	62
"	10.	"	for varnishing machine,	1 56
"	16.	"	Novelty W'ks, mending lever,	1 00
"	17.	"	for sign,	2 00
"	18.	"	for box,	1 25
"	21.	"	mending lever,	1 00
"	25.	"	for logeings,	10 00
"	25.	"	board and omnibus, &c.,	21 00
"	25.	"	lock with trunk,	75
"	25.	"	faire to Middletown,	2 65
"	25.	"	carriage,	25
Nov.	5.	"	for wire,	12
Dec.	6.	"	for sheet brass moddle,	35
"	15.	"	faire to Hartford, for traceing paper,	1 00
"	15.	"	for traceing paper,	20
"	19.	"	D. C. Thomas' bill trucking,	1 21
"	25.	"	Ferms' bill,	50
		"	for clock wheel for moddle,	25
		Over,		76 09
1857.				
		Amount brought over,		76 09
Jan.	1.	Cash paid Peas' bill, steel, &c.,		4 99
"	1.	To one quarters' waiges,		212 50
1856.				293 58
Nov.	27.	Cr. By cash received of S. T. Bacon,		50 00
				243 58
		Cash paid for tool chest,		3 00
				$246 58

Received payment,

JOHN NORTH.

MIDDLETOWN, January 27, 1857.

Exhibit pp, N. A. P.

NEW YORK, April 1st, 1857.

S. T. Bacon,

To John North, Dr.

1857.				
Feb. 10.	To carriage to cares,			$ 25
" 10.	" faire to New York,			2 65
" 10.	" porter, for trunk,			25
" 11.	" bill of tools,			5 19
" 12.	" truckman,			1 50
" 14.	" broom and brush,			68
" 14.	" truckman,			2 50
" 16.	" truckman,			50
" 20.	" Austin's bills,			12 25
" 24.	" level,			62
" 24.	" drawing paper,			25
" 24.	" express on lever,			37
" 25.	" rubber tubeing,			62
" 26.	" brass castings,			30
" 27.	" iron "			98
Mar. 4.	" truckman, shaft,			37
" 5.	" truckman, puley,			37
" 6.	" McCullum's bill,			31 00
" 11.	" 1 file,			50
" 12.	" truckman,			50
" 13.	" painting,			5 00
" 16.	" John Norton, for rench,			50
" 18.	" Austen's bill,			3 00
" 18.	" Reeves & Co.,			4 15
" 18.	" express on vice,			38
" 19.	" McCullum's,			2 75
" 20.	" blacksmith,			50
" 25.	" brass castings,		35	
" 30.	" 1 small round file,		12	
	" Reeves & Co.,		3 98	82 38
Apr. 1.	" 7 weeks' board, 75 per day,		36 75	
	" 7 lodgeings and washings,		28 00	
				64 75
	Over,			147 13

Dr.

	Amount brought over, . .	147 13	
1857.			$147 13
Feb. 19.	Cr. By cash received of S. T. Bacon,	30 00	
Apr. 3.	" " " of S. T. Bacon, . .	100 00	
		$100 52	

Apr. 1. S. T. Bacon,

To John North, Dr.

For one quarter's waiges, from Jan. 1st, 1857, to April 1st, 1857, . . . $212 50

359 63
150 00

$209 63

Received payment.

JOHN NORTH.

NEW YORK, April 6, 1857.

Exhibit qq, N. A. P.

MIDDLETOWN, July , 1857.

S. T. Bacon,

To John North, Dr.

June 1,	to 48 days' board, 75 per day, . . .	$36 00
"	to " room, 50 " . . .	24 00
May 30,	to cash paid McCullum, ...	1 55
June 1,	to 2 truckmen on machine, ...	3 50
"	to help "	2 00
"	to faire to Middletown, ...	1 50
" 2,	to freight and truckman, ...	8 00
"	to spr. tirpentine, ...	20
"	to 1 broom, ...	25
" 3,	to cash paid Thomas Francis for work, . .	1 25
"	to cash paid Clark for work, ...	1 50
"16,	to express of tools, ...	25
"17,	to oil of Collins, ...	1 00
" 9,	to Wm. H. Atkins, ...	1 87
"14,	to Cole & Broth., bill, ...	3 88
July 1,	to one quarter's waiges, ...	212 50
		$299 25
	Cr. by 6 days' time, self, ...	$16 32
July 14,	Cr. by cash on act., ...	200 00

Exhibit pp, N. A. P.

NEW YORK, April 1st, 1857.

S. T. Bacon,

To John North, Dr.

1857.				
Feb. 10.	To carriage to cares,			$ 25
" 10.	" faire to New York,			2 65
" 10.	" porter, for trunk,			25
" 11.	" bill of tools,			5 19
" 12.	" truckman,			1 50
" 14.	" broom and brush,			68
" 14.	" truckman,			2 50
" 16.	" truckman,			50
" 20.	" Austin's bills,			12 25
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" 24.	" drawing paper,			25
" 24.	" express on lever,			37
" 25.	" rubber tubeing,			62
" 26.	" brass castings,			30
" 27.	" iron "			98
Mar. 4.	" truckman, shaft,			37
" 5.	" truckman, puley,			37
" 6.	" McCullum's bill,			31 00
" 11.	" 1 file,			50
" 12.	" truckman,			50
" 13.	" painting,			5 00
" 16.	" John Norton, for rench,			50
" 18.	" Austen's bill,			3 00
" 18.	" Reeves & Co.,			4 15
" 18.	" express on vice,			38
" 19.	" McCullum's,			2 75
" 20.	" blacksmith,			50
" 25.	" brass castings,	35		
" 30.	" 1 small round file,	12		
	" Reeves & Co.,	3 98		82 38
Apr. 1.	" 7 weeks' board, 75 per day,	36 75		
	" 7 lodgeings and washings,	28 00		
				64 75
	Over,			147 13

Dr.

	Amount brought over, . .	147 13	
1857.			$147 13
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For one quarter's waiges, from Jan. 1st, 1857, to April 1st, 1857, . . . $212 50

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150 00

$209 63

Received payment.

JOHN NORTH.

NEW YORK, April 6, 1857.

Exhibit qq, N. A. P.

MIDDLETOWN, July , 1857.

S. T. Bacon,

To John North, Dr.

June 1,	to 48 days' board, 75 per day, . . .	$36 00
"	to " room, 50 " . . .	24 00
May 30,	to cash paid McCullum, ...	1 55
June 1,	to 2 truckmen on machine, ...	3 50
"	to help "	2 00
"	to faire to Middletown, ...	1 50
" 2,	to freight and truckman, ...	8 00
"	to spr. tirpentine, ...	20
"	to 1 broom, ...	25
" 3,	to cash paid Thomas Francis for work, . .	1 25
"	to cash paid Clark for work, ...	1 50
"16,	to express of tools, ...	25
"17,	to oil of Collins, ...	1 00
" 9,	to Wm. H. Atkins, ...	1 87
"14,	to Cole & Broth., bill, ...	3 88
July 1,	to one quarter's waiges, ...	212 50
		$299 25
	Cr. by 6 days' time, self, ...	$16 32
July 14,	Cr. by cash on act., ...	200 00

Exhibit rr, N. A. P.

MIDDLETOWN, Oct. 1st, 1857.

S. T. Bacon, Esq.,

To John North, Dr.

To 9 days' work in July, 1857, ...	$24 50
To 1¼ day Sept., 1857, ...	7 50
	$32 00

Dear Sir: Above pleas find bill of work done on book folds. You will greatly oblige me by remitting the above, and the balance due on bill rendered.

Yours, truly,

JOHN NORTH.

Exhibit ss, N. A. P., referred to on page .

Notice—Auction Sale.

AMERICAN BOOK AND PAPER FOLDING COMPANY,
BOSTON, May 5, 1856.

Notice is hereby given that by virtue of a vote at the annual meeting of this corporation on the 11th of April last, the entire rights, property, and franchise of the above company, consisting of machinery, tools, &c., used in the manufacture of book-folding machines. Also, the patent right, &c., will be sold at public auction, by Messrs. Clark & Son, at their office, No. 10 Water street, Boston, on Tuesday, the 27th inst., at 12 o'clock, M. The machinery can be seen at the manufactory of the company at Middletown, Conn. Schedules of the property can be seen on application to the treasurer, at No. 9 Central street.

Per order, &c. Terms cash.

S. T. BACON,
Treasurer.

My6isTu&Ft27.

Circuit Court of the District of Columbia.

D. APPLETON & Co.
v.
STUBEN T. BACON & JOHN NORTH. } In Equity.

It is agreed that in the above entitled cause the parties, complainants and defendants, may take testimony, to be used at the hearing, upon oral interrogatories, by themselves or attorneys, without filing written interrogatories, it being understood that the party taking testimony under this agreement shall give to the opposite parties, or their counsel, at least ten days' notice of the time or place of such taking the testimony, to be taking before a commissioner of some

court of the U. S., notary public, or justice of the peace, subject only to exceptions for substance as to the materiality or admisibility of the proof, and the same may be taken on written or oral interrogatories, the answer being reduced to writing by the officers taking the same, and to be signed by the witnesse.

JOS. H. BRADLEY,
For Complainant.
W. B. WEBB,
For Defendant Bacon.

True copy.

Test, JNO. A. SMITH,
Clerk.

Circuit Court of the District of Columbia.

D. APPLETON and others
v.
STEUBEN T. BACON & JOHN NORTH. } In Equity. No. 1461.

Gentlemen: Please take notice that Steuben T. Bacon, one of the defendants in the above entitled cause, will proceed to take testimony of E. H. Leland, S. Fitch, Nathaniel Bacon, and others, to be used at the hearing of the above entitled cause, at the office of M. Culver, a justice of the peace, in Middletown, Connecticut, on Thursday, the 19th day of May, 1859, at 3 o'clock in the afternoon, when and where you are hereby notified to attend and cross-examine said witnesses, if you shall think fit.

W. B. WEBB,
Solicitor for Defendant Bacon.

To JNO. M. MCCALLA, and
JOSEPH H. BRADLEY, Esq.,
Solicitors for Complainants.

Service acknowledged, ten days' notice waived, and copy left with me.

JNO. M. McCALLA,
May 11, 1859. Solicitor for Complainant.

DANIEL S. APPLETON and others
v.
STUBEN T. BACON & JOHN NORTH.

A deposition taken to be used at the hearing of the above entitled cause, now depending in the Circuit Court of the District of Columbia, before me, Moses Culver, a justice of the peace in and for the county of Middlesex, in the State of Connecticut, and United States Commissioner for the District of Connecticut.

Questions propounded by C. Brown, Esq., for defendant Bacon.

Nathaniel Bacon, a witness produced by S. T. Bacon, defendant,

of lawful age, being first duly sworn, says as follows, in answer to interrogatories and cross-interrogatories:

No. 1. What is your name, age, residence, and occupation?

My name is Nathaniel Bacon; I am seventy-three years of age; I am a resident of Middletown, in *in* Middlesex county, and State of Connecticut; and a manufacturer of patent bank locks.

No. 2. Do you know Mr. John North, one of the defendants, and how long have you known him?

I do know him, and have known him for quite a number of years, it may be ten years.

No. 3. Are you a relative of S. T. Bacon, and if so, what?

He is my son.

No. 4. Has Mr. North ever been employed by or connected with your son in the matter of book and paper-folding machines; and if so, about what time did such employment or connection commence?

Mr. North commenced work for my son in the summer or fall of 1856.

No. 5. Which was it, summer or fall, that he commenced working for him?

In the summer.

No. 6. What was the nature of the work?

At making and improving book-folding machines.

No. 7. Question 7. Do you know whether Mr. North had been previously engaged for other parties in the same or similar work; and if so, give the name of such party or parties?

He had been for the American Book and Paper-folding Company.

No. 8. Do you know whether his arrangement with that company was in writing or not?

It was in writing in a written contract.

No. 9. On what general terms and conditions was Mr. North employed by your son, S. T. Bacon?

On the same or similar terms and conditions that he was by the American Book and Paper-Folding Company.

No. 10. How did you ascertain that fact?

From Mr. North; he told me.

(Question 11. Please state what Mr. North said to you in regard to that matter—withdrawn.)

No. 12. 12 Question. When and where did Mr. North tell you that he was employed by your son on the same or similar conditions and terms that he was by the company previously?

It was either in the summer or fall of 1856. I have had more than one conversation with him on the subject. He told me both at the factory and at my house.

No. 13. How long was Mr. North so employed by your son, as nearly as you can remember?

I should think somewhere from six to twelve (12) months.

Questions by Plaintiff's Counsel—C. C. Tyler and Samuel L. Warner, Esqs.

No. 1 cross-int. Were you a member of the American Book and Paper-Folding Company; and if so, what was the amount of your interest?

I was formerly a stockholder. I bought into the company at different times. I was stockholder to the amount of several thousand dollars; cannot say how much—not having seen the certificate for a long time.

No. 2 cross. When did your interest in the company cease?

When the company stock was sold out—which was some time in 1856. I can't give the exact date, but think it was in May.

No. 3 cross. Do you know, and if so, state under what circumstances the stock of the company was sold out?

I don't know all the circumstances; it was sold to raise money to pay debts of the company; the stock and patents were sold; the whole stock was sold.

No. 4 cross. Do you know that fact personally; and if so, state your means of information?

I was not present at the time of sale; I could not say that I know it personally; I have no doubt of it.

No. 5 cross. Will you state what you do know about it personally?

I think I have seen notices of the sale, or of the time for the sale; I do not recollect anything more on that point.

No. 6 cross. Do you know where those notices are?

I do not.

No. 7 cross. Can you state the contents of those notices?

(This question objected to by defendant's counsel.)

I could not fully, it is so long since I have seen them.

No. 8 cross. Will you state, as far as you can, the contents of the notices?

(Objected to by defendant's counsel.)

According to my recollection, the substance, I think, was, the property to be sold to raise money to pay the debts of the company. I do not think of anything else.

No. 9 cross. Did the company go into insolvency?

(Objected to by defendant's counsel.)

I suppose they did.

No. 10 cross. When Mr. North was in the employ of your son, the defendant in this case, what was his business?

One branch was, manufacturing book-folding machines; a portion of the time he was engaged in selling bank locks—those two branches, I think, were the principal—that is my answer as far as I am able to give.

No. 11 cross. What other business besides that you have mentioned was your son engaged?

I am not able to state any other business of any importance.

No. 12 cross. Were you interested with your son in the manfacture of bookfolding machines?

I was not.

No. 13 cross. Were you interested with your son in the lock business?

I was not; no further than he was to pay me for the locks he sold whenever he collected pay for them.

No. 14 cross. Was the lock business in any way or manner connected with the manufacture of book and paperfolding machines?

The lock business was my own business exclusively. The question being repeated, the witness answers, no.

No. 15 cross. Do you know anything about the agreement personally between the American Book and Paperfolding Company and Mr. North? and if so, state it.

(This question objected to by the defendant's counsel so far as it calls for the contents of the agreement.)

There was a written agreement which I have seen; I cannot state the particulars of the agreement.

No. 16 cross. Where was Mr. North when he told you he was employed by your son on the same general terms and conditions he was employed by the American Book and Paperfolding Co.?

(Objected to by defendant's counsel.)

He has stated that to me at different times and places; I think at the factory and at my house, while we were in conversation on the subject.

No. 17 cross. Did he ever state it to you at any other place? and if so, where?

I do not recollect any other places; but there might have been.

No. 18 cross. Can you state the precise language he made use of at any one of the several conversations on that subject? and if so, repeat it.

I do not think I can repeat the precise language, but I can give the substance.

No. 19 cross. What was the substance of the several conversations?

He was to work for my son, S. T. Bacon, in manufacturing, improving, and inventing book and paperfolding machines, for my son's benefit, on the same or similar terms that he had done previously for the American Book and Paperfolding Company. I do not think of anything else.

No. 20 cross. Did Mr. North use the language "on the same or similar terms," or any language you have made use of in your last answer?

I think he did.

No. 21 cross. What enables you to state he did use such language?

From the recollection I have of the general subject.

No. 22 cross. Is that the only reason you have to give why you recollect the terms used by Mr. North?

As I before state, I have seen the contract between the company and Mr. North, and knew that Mr. North was to work for my son in a similar way that he had been for the company, for Mr. North had so informed me.

No. 23 cross. Do you answer from your recollection of the conversation with Mr. North, or from your recollection of the written agreement?

From the conversation with Mr. North.

No. 24 cross. How long since you have seen the written agreement spoken of?

I cannot say precisely; it was when he, Mr. North, was to work for the company; I may have seen it since, but cannot be positive when.

No. 25 cross. Do you not know there were no such stipulations in the contract with the paperfolding co. as you now state existed between your son and Mr. North, and upon which Mr. North was claimed to be in the employ of your son?

(Objected to as incompetent, and because the witness has mentioned no specific stipulations between his son and Mr. North.)

I could not say that.

No. 26 cross. For how long time was Mr. North to work for your son?

I cannot give the precise time, having no dates or figures with me, but think it was over six months, nearly a year.

No. 27 cross. Do you know Mr. North went to work for your son directly after the contract was made between them, that Mr. North was to be employed by your son?

I know he went to work for him in 1856, July or August; I think he did go to work for my son immediately after the contract between them, but cannot say positively.

No. 28 cross. Have you any means of knowledge of that fact?

I have; I saw Mr. North at work that summer, and he informed he was at work for my son. I cannot say how long it was after making the contract with my son that Mr. North went to work.

No. 29 cross. Have you seen and read the whole or any part of the written agreement or contract between Mr. North and the company, to-day, or within the last week?

I have not.

No. 30 cross. Have you that contract in your possession or a copy of it?

I have not.

No. 31 cross. Did you ever have that contract or a copy of it in your possession?

I have never had it any more than to see it or hear it read.

No. 32 cross. Have you and your son, S. T. Bacon, had any conversation as to the contents of that agreement? and if so, how recently?

Not very recently; not this year that I recollect.

No. 33 cross. Do you know how long the contract between Mr. North and your son was to continue?

I think the understanding was until he got the machine perfected.

No. 34 cross. Do you speak from personal knowledge when you say, until the machines were perfected?

Mr. North told me he calculated to work until he got the machines ready for market; that he was going to perfect a machine and get it ready for market.

No. 35 cross. When he stated this, did you understand him as stating the contract between himself and your son?

(Objected to by defendant's counsel.)

Or did you understand him as speaking of his intention to perfect a machine and not of the contract?

(Objected to by defendant's counsel.)

I understood him to say he was going to perfect a machine for the market; he said his object was to get the machine which he was at work on ready for the fair in New York that fall at the Crystal Palace that year.

No. 36 cross. Did you suppose Mr. North at the time had reference to the contract, or that he had reference to his own exertions in perfecting a machine for the New York fair?

He had reference to manufacturing a machine for my son, to be exhibited at the fair.

No. 37 cross. How did you draw that inference?

From what Mr. North said.

No. 38 cross. Repeat Mr. North's language from which you drew that inference.

I think he said so.

No. 39 cross. Said what?

Said he was making a machine to be exhibited at the Crystal Palace.

No. 40 cross. What enables you at this distance of time to state his precise language?

I know my son was anxious to get a machine into the fair, and Mr. North was also anxious. I recollect the words from the fact that he more than once said it.

No. 41 cross. Have you any other reason to assign why you remember his language?

I do not know what other reason I have.

No. 42 cross. Have you ever repeated the language used by North and by you? state in your answer above given; and if so, to whom, when, and where before to-day?

I think I have; don't recollect to whom, when, and where.

No. 43 cross. Did you ever hear Mr. North repeat the language on more than one occasion?

Think I have.

No. 44 cross. Are you certain of that fact?

I am quite sure of it.

No. 45 cross. Did Mr. North complete and exhibit a machine at the New York fair? and did you see it at the fair?

After he had made a machine it was taken to the fair and exhibited by Mr. North; I did not go to the fair myself—of course I did not see it there; I saw the machine here as complete before it went.

NATHNL. BACON.

State and District of Connecticut, County of Middlesex, *ss.*

The foregoing deposition was taken before me, in accordance with the stipulation of counsel and notice hereto annexed, and was by me wholly reduced to writing, and signed by the witness in my presence, at Middletown, in the county, state, and district aforesaid, on the 19th day of May, A.D. 1859.

MOSES CULVER,
Justice of the Peace for said county of Middlesex and United States Commissioner for the District of Connecticut.

State of Connecticut, County of Middlesex, *ss.*

MIDDLETOWN, May 21st, 1859.

I, A. B. Calef, clerk of the Superior Court in and for said Middlesex county (the same being a court of record), do hereby certify that Moses Culver, Esq., whose signature, known by me to be his genuine handwriting, is affixed to the foregoing certificate, is, and since the fourth day of July, A.D. 1858, has been a justice of the peace in and for said Middlesex county, duly elected and qualified, as by the proper return and certificate on file in my office, and, as such justice of the peace, he is by law authorized to administer oaths and take acknowledgment of deeds.

In testimony whereof, I have hereto set my hand and affixed the seal of said Superior Court, at Middletown in said county, this 21st day of May, A.D. 1859.

[SEAL.]

A. B. CALEF,
Clerk.

United States of America, District of Connecticut.

I, Alfred Blackman, clerk of the Circuit Court of the United States of America for the District of Connecticut, do hereby certify that Moses Culver, Esquire, of East Haddum, in said district, was,

on the 25th day of May, 1853, duly appointed and commissioned, and that he still is, a commissioner of the Circuit Court of the United States, within and for said district of Connecticut.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said court, this 20th day of May, 1859.

[SEAL.]

Attest, ALFRED BLACKMAN,
Clerk.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON & Co.
v.
STEUBEN T. BACON and JOHN NORTH.

It is agreed, that in the above-entitled cause, the parties, complainants and defendants, may take testimony to be used at the hearing, upon oral interrogatories, by themselves or attorneys, without filing written interrogatories, it being understood that the party taking testimony under this agreement shall give to the opposite parties or their counsel at least ten days' notice of the time or place of such taking. The testimony to be taking before a commissioner of some court of the United States, notary public, or justice of the peace, subject only to exceptions for substance as to the materiality or admissibility of the proof; and the same may be taken on written or oral interrogatories, the answers being reduced to writing by the officers taking the same, and to be signed by the witnesses.

JOS. H. BRADLEY,
For Complainants.

W. B. WEBB,
For defendant Bacon.

True copy.

Test, JNO. A. SMITH,
Clerk.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH.

No. 1461.

GENTLEMEN:

Please to take notice, that Steuben T. Bacon, one of the above-named defendants, will proceed to take the testimony of Henry Waters and others, to be used at the hearing of the above cause, before Samuel C. Burr, Esq., justice of the peace, at the office No.

1 of 46 Court street, Boston, Massachusetts, at 11 o'clock in the forenoon of Friday, the 7th day of October, 1859, where you are entitled to be present and cross-examine.

Very respectfully,

W. B. WEBB,
Solicitor for Bacon.

To Messrs. McCALLA & BRADLEY,
Defendants' Solicitors,
Washington city, D. C.

Service "acknowledged."

JOS. H. BRADLEY,
Solicitor.

27th Sept., 1859.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON & Co.
v.
STEUBEN T. BACON and JOHN NORTH.

The deposition of Anson Hardy, a witness for the defendant Bacon, in the above-entitled case, who being first duly sworn, deposes and says, in answer to direct interrogatories propounded by Causten Brown, Esq.:

Interrogatory 1. Do you know anything of an instrument of agreement between yourself and John North, bearing date the fifth day of June, eighteen hundred and fifty-six, conveying to you certain interests under letters patent of North for improved folding machines, and binding North to certain agreements in regard to improvements thereon, being an instrument put in evidence in this case on behalf of the complainants? Do you remember whether that paper was executed at the time of its date, or how long afterwards, and when and in what state it left your hands?

Answer 1. I do know such a paper. It was not executed fully at its date, but about a week afterwards. It was signed by me on the fifth of June, 1856; was then sent to Mr. North for his signature, on the seventh of the same month. On the tenth of same month, he writes to me there is a mistake in the contract, and he sends it back for correction. On the thirteenth, I think it was, I sent it off; so that some eight days transpired between the date of the paper and its completion: that's what I meant by its not being fully executed at its date. I sent it off on the seventh of June, signed by myself and witnessed.

Int. 2. You say that about eight days elapsed after the date of the instrument, that is the fifth day of June, 1856, before its execution on both sides was completed; after being so executed, how long did it remain in your hands, and what did you then do with it?

on the 25th day of May, 1853, duly appointed and commissioned, and that he still is, a commissioner of the Circuit Court of the United States, within and for said district of Connecticut.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said court, this 20th day of May, 1859.

[SEAL.]

Attest, ALFRED BLACKMAN,
Clerk.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON & Co.
v.
STEUBEN T. BACON and JOHN NORTH.

It is agreed, that in the above-entitled cause, the parties, complainants and defendants, may take testimony to be used at the hearing, upon oral interrogatories, by themselves or attorneys, without filing written interrogatories, it being understood that the party taking testimony under this agreement shall give to the opposite parties or their counsel at least ten days' notice of the time or place of such taking. The testimony to be taking before a commissioner of some court of the United States, notary public, or justice of the peace, subject only to exceptions for substance as to the materiality or admissibility of the proof; and the same may be taken on written or oral interrogatories, the answers being reduced to writing by the officers taking the same, and to be signed by the witnesses.

JOS. H. BRADLEY,
For Complainants.

W. B. WEBB,
For defendant Bacon.

True copy.

Test, JNO. A. SMITH,
Clerk.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH.
No. 1461.

GENTLEMEN:

Please to take notice, that Steuben T. Bacon, one of the above-named defendants, will proceed to take the testimony of Henry Waters and others, to be used at the hearing of the above cause, before Samuel C. Burr, Esq., justice of the peace, at the office No.

1 of 46 Court street, Boston, Massachusetts, at 11 o'clock in the forenoon of Friday, the 7th day of October, 1859, where you are entitled to be present and cross-examine.

Very respectfully,

W. B. WEBB,
Solicitor for Bacon.

To Messrs. McCALLA & BRADLEY,
Defendants' Solicitors,
Washington city, D. C.

Service "acknowledged."

JOS. H. BRADLEY,
Solicitor.

27th Sept., 1859.

Circuit Court of the District of Columbia. In Equity.

D. APPLETON & Co.
v.
STEUBEN T. BACON and JOHN NORTH.

The deposition of Anson Hardy, a witness for the defendant Bacon, in the above-entitled case, who being first duly sworn, deposes and says, in answer to direct interrogatories propounded by Causten Brown, Esq.:

Interrogatory 1. Do you know anything of an instrument of agreement between yourself and John North, bearing date the fifth day of June, eighteen hundred and fifty-six, conveying to you certain interests under letters patent of North for improved folding machines, and binding North to certain agreements in regard to improvements thereon, being an instrument put in evidence in this case on behalf of the complainants? Do you remember whether that paper was executed at the time of its date, or how long afterwards, and when and in what state it left your hands?

Answer 1. I do know such a paper. It was not executed fully at its date, but about a week afterwards. It was signed by me on the fifth of June, 1856; was then sent to Mr. North for his signature, on the seventh of the same month. On the tenth of same month, he writes to me there is a mistake in the contract, and he sends it back for correction. On the thirteenth, I think it was, I sent it off; so that some eight days transpired between the date of the paper and its completion: that's what I meant by its not being fully executed at its date. I sent it off on the seventh of June, signed by myself and witnessed.

Int. 2. You say that about eight days elapsed after the date of the instrument, that is the fifth day of June, 1856, before its execution on both sides was completed; after being so executed, how long did it remain in your hands, and what did you then do with it?

Ans. 2. It remained in my hands until I sold the property, and handed it over with other documents when that sale was completed.

Int. 3. How many days or weeks do you think it was in your hands before you handed it over, after its execution?

Ans. 3. In the vicinity of two weeks, I think.

Int. 4. If that instrument was cancelled at any time, will you state whether it was cancelled before or after it was handed over by you upon the sale of the property?

Ans. 4. It was not cancelled ever by me; and to the best of my knowledge and belief, it was not at the time I handed it over on the sale of the property; and I do not know anything about the cancelling of it since,—by whom it was done or when it was done.

Int. 5. If the word cancelled was at any time written across its face, or any mark or marks of cancellation, were such marks or words upon it when you received it completely executed or afterwards while you held it, or something put upon it after you handed it over upon sale of the property?

Ans. 5. I have already stated, to the best of my knowledge and belief, no marks or words of the kind was upon it when it was completed or when it left my hands, at the time of the sale of the property; and when it has been done since, if ever, I don't know.

And in answer to cross-interrogatories propounded by Wilder Dught, Esq.:

Cross-interrogatory 1. Have you the letter which you state in your answer to the first direct interrogatory, Mr. North wrote to you concerning the mistake in the contract, when he sent, as you state, the instrument back to you for correction? if so, produce it, and annex it to this answer.

Answer 1. I have it, and produce and annex it, marked L.

Cross-int. 2. Was the instrument sent at the same time with the letter?

Ans. 2. I don't remember; I can't say anything about it.

Cross-int. 3. Have you any letter which was sent to you by Mr. North with the instrument? if so, produce and annex it.

Ans. 3. I don't remember whether I have or not.

Cross-int. 4. Will you examine your papers, and see if you have such a letter? and if so, produce and annex it to this answer.

Ans. 4. I have no papers relating to this matter in my possession now; I handed them all over to the purchaser of the property at the time of the sale.

Cross-int. 5. In this paper now shown you, marked "Y.," annexed hereto, the instrument delivered by you at the time of the sale to the purchaser.

Ans. 5. I can't swear that that is the identical instrument, I mean identical paper.

Cross-int. 6. Is the signature of Anson Hardy, appended thereto, your signature?

Ans. 6. It is.

Cross-int. 7. Is this an instrument containing the stipulations and agreements referred to by you in your direct examination?

Ans. 7. I believe it is.

Cross-int. 8. Have you any doubt about it?

Ans. 8. I have no doubt.

Cross-int. 9. Did you sign more than two such instruments?

Ans. 9. I can't now remember.

Cross-int. 10. Have you any recollection whatever of signing more than two? if so, state when, where, and under what circumstances you did so.

Ans. 10. I have no recollection whether I signed two or half a dozen.

Cross-int. 11. By whom was this instrument or paper "Y." first shown to you after you handed it to the purchaser?

Ans. 11. I can't tell, I'm sure.

And in answer to direct interrogatories resumed:

Direct interrogatory 6. Is Exhibit "Y." a duplicate of the agreement executed between you and Mr. North, as mentioned by you in your direct examination?

Answer 6. It is one of the original agreements, and is a duplicate.

Direct int. 7. Do you know of any reason, and if so, what reason why there may have been more than two such papers, one to be held by Mr. North and one to be held by yourself?

Ans. 7. No other reason than that the first two were drawn with a mistake in them, and if two others were drawn the incorrect ones would be destroyed; there were only two documents in existence when they were finally completed.

Direct int. 8. In the deposition of Mr. John North, given on behalf of the complainants in this case, he speaks of contracts in duplicate sent him by you, one of which was produced by him, and the other of which, marked "Y.," has *has* (obj. to) been produced by you; and he states, that both parts of the contract were signed and cancelled simultaneously; is that statement true or not?

Ans. 8. Most certainly not.

ANSON HARDY.

Commonwealth of Massachusetts, Suffolk, *ss.*

The foregoing deposition was taken before me, in accordance with the stipulation of counsel and the notice hereto annexed; and was

by me wholly reduced to writing, and signed by the witness in my presence.

JOHN J. HOLMES,
Justice of the Peace for the County of Suffolk.

Commonwealth of Massachusetts.

SECRETARY'S OFFICE, BOSTON, October 8th, 1859.

I hereby certify, that at the date of the attestation hereto annexed, John J. Holmes was a justice of the peace for the county of Suffolk in the said commonwealth, duly commissioned and constituted; and that to his acts and attestations as such, full faith and credit are and ought to be given, in and out of court. I believe the signature of John Holmes to be genuine.

In testimony of which, I have hereunto affixed the seal of the commonwealth, the date above written.

[SEAL.]

OLIVER WARNER,
Secretary of the Commonwealth.

(Cancelled.)

Memorandum of an agreement made at Boston, in the County of Suffolk, State of Massachusetts, this twenty-seventh day of May, 1856, by and between John North of Middletown, County of Middlesex, State of Connecticut, on the first part, and Anson Hardy of said Boston on the second part, witnesseth: that whereas the said North alleges that he is the inventor, and owner in his own right, of a certain new and useful machine to fold paper, for which he has obtained a patent of the United States, the same bearing date April 15th, 1856; and for the consideration of one dollar, paid to the said North by the said Hardy, the receipt of which is hereby acknowledged, and of the agents of the said Hardy hereinafter expressed, the said North has this day sold, assigned, and transferred, to the said Hardy and his legal representatives, the entire right for, to, and in the said invention patented in the United States, and said North agrees to execute on the request of said Hardy so to do, any and all papers or instruments in writing, which said Hardy may desire to perfect and establish the title of said patent in his name; said North farther agrees to devote all his time, talent, and industry, at the direction of said Hardy, to the business of making book or paper folding machines, for such period of time as said Hardy may direct, at the compensation of eight hundred dollars per year, payable in equally quarterly payments, and also five per cent. of the net amount of all sales under or in pursuance of said patent, which compensation and percentage said Hardy hereby agrees to make to said North. Said North further agrees to hire such help as may be required to carry forward the experiments on the machines.

Signed this fifth day of June, year one thousand eight hundred and fifty-six.

ANSON HARDY.
JOHN NORTH.

Witness of Anson Hardy,
(Signature) MELZAR DUNBAR.

J. J. HOLMES,
Magistrate.

MIDDLETOWN, June 10th, 1856.

ANSON HARDY, Esq.

Dear Sir: Yours received with contract enclosed, on reviewing the papers I find they are not quite right, the pay was to be $850 per anum instead of $800 as you have it written, and as regards the help I am to hire for the business you make no provision for there pay. I am at work on the machine, shall I think, have it ready to operate this week, my hands have been at work part of the time, will continue as I want, pleas write.

Yours, truly.
JOHN NORTH.

Cause set for hearing.

The said cause was further continued to January rules, 1860, when it was set for hearing by defendants and further continued to May term, 1860.

And now, to wit, the first Monday of May in the year A.D. 1860, came again into the Circuit Court here, as well the complainants by their solicitor aforesaid, as the said defendants by their solicitors aforesaid. Thereupon the court made the following decree in the premises, to wit:

Decree.

D. APPLETON & Co.
v.
STEUBEN T. BACON and JOHN NORTH. } 1461. Equity.

This case standing ready for hearing, and the proceedings therein having been duly read and considered:

It is thereupon by the court, this fifth day of June, in the year 1860, ordered, adjudged, and decreed, that the said Steuben T. Bacon the defendant, shall on or before the first Monday of July, 1860, execute and file among the records of the patent office of the United States, a sufficient and formal disclaimer of the fifth claim in the letters patent issued to him the said Steuben T. Bacon, as the assignee of the said John North, defendant as aforesaid, and bearing date the 10th day of August, 1858, and that as to the remaining claims

the bill be dismissed, the defendant, the said Steuben T. Bacon, to pay the costs of this suit.

By order of court.

Test, JOHN. A. SMITH,
Clerk.

Complainants' Appeal to Supreme Court.

And thereupon the said complainants by their solicitor aforesaid, pray an appeal in open court, from the judgment aforesaid, so as aforesaid rendered, to the Supreme Court of the United States, and it is granted them; whereupon the said complainants by their solicitor aforesaid, file in court here a certain writing obligatory, commonly called an appeal bond, in the words following, to wit:

Appeal Bond.

Know all men by these presents, that we Samuel F. Appleton and Daniel S. Appleton, all of the city of New York, are held and firmly bound unto Steuben T. Bacon, in the full and just sum of five thousand dollars, current money of the United States, to be paid to the said Steuben T. Bacon, his certain attorney, executors, administrators, or assigns, to which payments, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and date this 13th day of June, in the year eighteen hundred and sixty. Whereas lately at a Circuit Court of the District of Columbia, setting as a court of equity for Washington county in a cause wherein the said "Daniel S. Appleton, and George S. Appleton, John A. Appleton, Samuel F. Appleton, and William H. Appleton," were complainants, and the said "Steuben T. Bacon, and John North," were defendants, a decree was rendered against the said complainants, and they have entered an appeal to the Supreme Court of the United States.

Now the condition of the above obligation is such that if the said Daniel S., George S., John A., Samuel F., and William H. Appleton, shall prosecute their said appeal with effect, and answer all such costs and damages as may be awarded against them; if they fail to make good their plea, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

SAMUEL F. APPLETON. [SEAL.]
DANIEL S. APPLETON. [SEAL.]
AUGUSTINE SMITH. [SEAL.]
JOHN H. HALL. [SEAL.]

State of New York, City of New York.

I certify that the security in the foregoing bond is amply sufficient.

JAMES J. ROOSVELT.
Attorney for the United States for the Southern District of New York.

Approved, JAS. DUNLAP.

Defendants' Appeal to Supreme Court.

And whereas afterwards, to wit, at a court began and held on the 3d Monday of October, 1860, the said defendants by their solicitors aforesaid, in open court, also pray an appeal from the decree aforesaid, to the Supreme Court of the United States, and it is granted them; whereupon the said defendants by their solicitors aforesaid, file in court here a certain writing obligatory, in the words and of the tenor following, to wit:

Appeal Bond.

Know all men by these presents, that we Steuben T. Bacon, Milton B. Bigelow, and Anson Hardy, are held and firmly bound unto Daniel S. Appleton, George S. Appleton, Samuel F. Appleton, John A. Appleton, and William H. Appleton, trading under the firm and style of D. Appleton and Company, in the just and full sum of two hundred dollars, current money of the United States, to be paid to the said D. Appleton and Company, or their certain attorney, or the survivor of them, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this twenty-sixth day of October, in the year eighteen hundred and sixty.

Whereas, lately at a Circuit Court of the District of Columbia, sitting as a court of equity, for Washington county, in a cause wherein Daniel S. Appleton, George S. Appleton, Samuel F. Appleton, John A. Appleton, and William H. Appleton, were complainants, and Steuben T. Bacon and John North, were defendants, a decree was rendered against the said Steuben T. Bacon, and he has entered an appeal to the Supreme Court of the United States.

Now the condition of the above obligation is such, that if the said Steuben T. Bacon shall prosecute his said appeal with effect, and answer all such costs as may be awarded against him, if he fails to make good his plea, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

STEUBEN T. BACON, [SEAL.]
M. B. BIGELOW, [SEAL.]
ANSON HARDY. [SEAL.]

Commonwealth of Massachusetts, County of Suffolk, *ss.*

On the 26th day of October, 1860, personally appeared the above-named M. B. Bigelow and Anson Hardy, and severally made oath that they each own property to the amount of more than a thousand dollars, over and above his debts.

Before me,

CAUSTIN BROWNE,
Justice of the Peace for the County of Suffolk.

I certify that the foregoing sureties are in my judgment sufficient for the penalty of this bond.

CHAS. LEVI WOODBURY.
U. S. Attorney.

Approved by the court.

Which being read and heard, and the securities in the said several bonds being by the court here approved, it is therefore ordered by the court here, that the record and proceedings aforesaid, with all things thereunto relating, be transmitted to the said Supreme Court of the United States, and the same are transmitted to said court accordingly.

Test: JNO. A. SMITH,
Clerk.

In Equity. Circuit Court of the District of Columbia. Appeal to the Supreme Court of the United States.

DANIEL S. APPLETON and others
v.
STEUBEN T. BACON and JOHN NORTH.

Same, Cross Appeal, &c.

And STEUBEN T. BACON and JOHN NORTH
v.
DANIEL S. APPLETON and others.

In these cases it is agreed that one transcript of the record may serve in both causes, and that the same may stand in all respects as if a transcript had been brought up and filed in each cause respectively.

BRADLEY,
For Complainant.

CARLISLE & WEBB.
For Bacon.

District of Columbia, Washington County, to wit:

I, John A. Smith, clerk of the Circuit Court of the District of Columbia, for the County of Washington, hereby certify, that the aforegoing is a full, true and perfect transcript of all the proceedings had in the said court, in the said cause, as appears from the records of proceedings of said court.

In testimony whereof, I have hereunto subscribed my [SEAL.] name, and affixed the seal of said court, this 12th day of December, A.D. 1860.

JNO. A. SMITH,
Clerk.